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TRANSCRIPT OF RECORD

Supreme Court of the United States

OCTOBER TERM, 1958

No. 76

KLOR'S INC., PETITIONER,

vs.

BROADWAY-HALE STORES, INC., ADMIRAL CORPORATION, ADMIRAL DISTRIBUTORS, INC., ET AL.

ON WRIT OF CERTIORARI TO THE UNITED STATES COURT OF APPEALS FOR THE NINTH CIRCUIT

PETITION FOR CERTIORARI FILED MAY 31, 1958
CERTIORARI GRANTED OCTOBER 13, 1958

No. 15380

United States
Court of Appeals
for the Ninth Circuit

KLOR'S, INC., Appellant,

vs.

BROADWAY-HALE STORES, INC., et al., Appellees.

Transcript of Record

Appeal from the United States District Court for the Northern District of California, Southern Division

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For Appellee Leo J. Meyberg Co.

In the District Court of the United States, Northern District of California, Southern Division

No. 35274

KLOR'S INC., Plaintiff,

vs.

BROADWAY-HALE STORES, INC., a Delaware Corporation, et al., Defendants.

COMPLAINT

For Damages and Injunctive Relief under the Sherman, Clayton and Robinson-Patman Anti-Trust Laws of the United States.

Jury Trial Demanded

The above-named plaintiff complains of the above-named defendants and each of them as follows:

Count One

I.

Jurisdiction and Venue

1. This complaint is filed and these proceedings are instituted against the above-named defendants under Sections 15 and 26 of Title 15, U.S.C.A., being part of the Act of Congress of July 2, 1890, entitled "An Act to Protect Trade and Commerce against Unlawful Restraint and Monopolies", as amended, commonly known as the Sherman Act and the Clayton Act. The purpose of this action

is to recover damages against the above-named defendants for injuring plaintiff in its business of selling at retail radios, television sets, clothes washers and dryers, refrigerators, electric and gas ranges, phonographs and electric appliances (sometimes herein referred to as the products) at its store at 2581 Mission Street, San Francisco, California, which injury proximately resulted from defendants' violation of the anti-trust laws of the United States, and to restrain and enjoin the defendants from continuing the illegal monopoly and the combination, conspiracies and contracts in restraint of plaintiff's trade and commerce.

2. The business of manufacturing, distributing and selling radios, television sets, clothes washers and dryers, refrigerators, electric and gas ranges, phonographs and electrical appliances and the activities of each branch of said industry are within or directly affect trade and commerce among the several states. In the course of manufacturing, distributing and selling said products, there is a continuous stream of trade and commerce between the states and between the territories of the United States, consisting of the assemblage of personnel, property and materials at the factories for the production of said products, the transportation of said products to factory branches, distributors and other selling organizations throughout the United States, the transportation of said products from factory branches and distributors to retailers, the interchange and transfer of said products between factory branches and distributors and other factory

branches and distributors located in other states and territories of the United States, are all within and directly affect interstate commerce.

3. Each of the defendants transacts business and maintains offices in the above-described district and division.

II.

Description of the Parties

4. The plaintiff, Klor's, Inc., is a California corporation whose place of business is at 2581 Mission Street, San Francisco, California. Plaintiff operates and since 1952 has operated a store at that address and engages in the business of selling radios, television sets, clothes washers and dryers, refrigerators, electric and gas ranges, phonographs and electrical appliances at retail. For some years prior to 1952, at which time plaintiff was incorporated, said business was operated by its now president and principal officer, George Klor, as an individual. From the standpoint of equipment, location and management, plaintiff's business has at all times been capable of selling at retail a large volume of all lines of the products.

5. The defendant, Broadway-Hale Stores, Inc., hereinafter referred to as Hale, is a Delaware corporation, operating, among other things, a chain of stores in the western area of the United States selling at retail radios, television sets, clothes washers and dryers, refrigerators, electric and gas ranges, phonographs and electrical appliances; one of said stores is located at 2565 Mission Street, San Francisco, California, and is in competition with

plaintiff. Admiral Corporation, hereinafter referred to as Admiral, is a Delaware corporation, engaged in the manufacture, distribution and sale of Admiral radios, television sets, refrigerators, electric ranges and phonographs. Admiral Distributors, Inc., hereinafter referred to as Admiral Distributors, is a Washington corporation, a wholly owned subsidiary of Admiral, and is engaged in the distribution and sale of Admiral radios, television sets, refrigerators, electric ranges and phonographs. Zenith Radio Corporation, hereinafter referred to as Zenith, is an Illinois corporation, engaged in the manufacture, distribution and sale of Zenith radios and television sets. Zenith Radio and Distributing Corporation, hereinafter referred to as Zenith Distributing, is an Illinois corporation, a wholly owned subsidiary of Zenith, and is engaged in the distribution and sale of Zenith radios and television sets. Whirlpool Corporation, hereinafter referred to as Whirlpool, is a New York corporation, engaged in the manufacture, distribution and sale of Whirlpool clothes washers and dryers. H. R. Basford Company, hereinafter referred to as Basford, is a Nevada corporation, an affiliate and agent of Zenith and Whirlpool, and is engaged in the distribution and sale of Zenith radios and television sets and Whirlpool clothes washers and dryers. Radio Corporation of America, hereinafter referred to as RCA, is a Delaware corporation, engaged in the manufacture, distribution and sale of RCA radios and television sets. Leo J. Meyberg Company, hereinafter referred to as Meyberg, is a

California corporation, an affiliate and agent of RCA, and is engaged in the distribution and sale of RCA radios and television sets. Emerson Radio and Phonograph Corporation, hereinafter referred to as Emerson, is a New York corporation, engaged in the manufacture, sale and distribution of Emerson radios and television sets. Jefferson-Travis, Inc., hereinafter referred to as Jefferson-Travis, is a New York corporation, a wholly owned subsidiary of Emerson, and is engaged in the distribution and sale of Emerson radios and television sets. Philco Corporation, hereinafter referred to as Philco, is a Pennsylvania corporation, engaged in the manufacture, distribution and sale of Philco radios, television sets and refrigerators. Philco Distributors, Inc., hereinafter referred to as Philco Distributors, is a Delaware corporation, a wholly owned subsidiary of Philco, and is engaged in the distribution and sale of Philco radios, television sets and refrigerators. Dallman Supply Company, hereinafter referred to as Dallman, is a California corporation, an affiliate and agent of Philco and Philco Distributors, and is engaged in the distribution and sale of Philco radios, television sets and refrigerators. Rheem Manufacturing Company, hereinafter referred to as Rheem, is a California corporation, engaged in the manufacture, distribution and sale of Wedgewood gas stoves. General Electric Company, hereinafter referred to as GE, is a New York corporation, engaged in the manufacture, distribution and sale of General Electric radios, television sets, refrigerators, electric ranges,

clothes washers and dryers and electrical appliances. General Electric Distributing Corporation, hereinafter referred to as GED, is a New York corporation, a wholly owned subsidiary of GE, and is engaged in the distribution and sale of General Electric radios, television sets, refrigerators, electric ranges, clothes washers and dryers and electrical appliances. Olympic Radio and Television, Inc., hereinafter referred to as Olympic, is a New York corporation, engaged in the manufacture, distribution and sale of Olympic radios and television sets. Olympic Television of Northern California, hereinafter referred to as Olympic Television, is a California corporation, a wholly owned subsidiary of Olympic, and is engaged in the distribution and sale of Olympic radios and television sets. Tappan Stove Company, hereinafter referred to as Tappan, is an Ohio corporation, engaged in the manufacture, distribution and sale of gas stoves. O'Keefe and Merritt Company, hereinafter referred to as O'Keefe and Merritt, is a California corporation, is an affiliate and agent of Tappan, and is engaged in the distribution and sale of gas stoves. The defendants, other than the defendant Hale, are sometimes hereinafter referred to as the manufacturer-distributor defendants.

III.

The Conspiracy

6. As hereinbefore stated, for some years prior to the incorporation of plaintiff, plaintiff's president and principal officer, George Klor, was en-

gaged in the business of selling radios, television sets, clothes washers and dryers, refrigerators, electric and gas ranges, phonographs and electrical appliances at retail, as an individual, in the San Francisco Bay area. Plaintiff, and plaintiff's president and principal officer, George Klor, have built up a reputation for honesty, fair dealing, integrity and "know how" within the trade in this area and was enjoying the accompanying prosperity, and with access to credit and enjoying a good reputation, plaintiff was in a position to prosper in ordinary competition.

Beginning at a period prior to 1952, and continuing uninterrupted up to and including the date of the filing of this complaint, the defendants, all well knowing the facts herein alleged, have restrained trade and commerce in the interstate distribution and sale of radios, television sets, clothes washers and dryers, refrigerators, electric and gas ranges, phonographs and electric appliances in the San Francisco Bay Area by contracting, combining, conspiring together, and each with the other, in restraint and monopoly of such trade and commerce contrary to Sections 1 and 2 of the Act of Congress, commonly known as the Sherman Act, 15 U.S.C.A., Sections 1 and 2, and have thereby substantially lessened, limited and restrained competition in said trade and commerce, and have prevented plaintiff from obtaining radios, television sets, clothes washers and dryers, refrigerators, electric and gas ranges, phonographs and electrical appliances for resale; and have discriminated

against plaintiff and in favor of plaintiff's competition in the sale and distribution of the products; and have refused to sell to or to enter into any contract to sell the products to plaintiff. Such combination, conspiracy and agreement tend to and do actually restrain and monopolize interstate commerce in the distribution and sale of radios, television sets, clothes washers and dryers, refrigerators, electric and gas ranges, phonographs and electrical appliances in favor of Hale. More particularly, the manufacturer-distributor defendants in pursuing a policy in favor of Hale and against plaintiff, have done and are continuing to do the following acts:

a. They have furnished paid salesmen and demonstrators to Hale in connection with the sale or offering for sale of their products bought for resale, such salesmen and demonstrators not being accorded to plaintiff, a competitor of Hale, on proportionately equal terms;

b. They have sold their products to Hale at a price substantially lower than the price paid by plaintiff;

c. They have contracted to pay, paid and granted to Hale substantial advertising and other allowances in connection with the sale of their products, such advertising and other allowances not being accorded to plaintiff on proportionately equal terms;

d. They have refused to accept the business of and to sell their products to plaintiff, while freely selling their products to Hale;

e. They have discriminated against plaintiff in favor of Hale;

f. They have favored Hale and discriminated against plaintiff with respect to availability, price, terms and conditions in connection with the sale and distribution of their products;

g. They have permitted Hale to enjoy a monopolistic position in the sale and distribution of the products;

h. They have permitted Hale to use a monopolistic buying power so as to secure discriminatory terms over plaintiff;

i. They have refused to enter into any contract with plaintiff so as to make their products available to plaintiff.

7. Plaintiff alleges representatives of the manufacturer-distributor defendants have inspected and are familiar with plaintiff's place of business and know that it is at least comparable to the stores operated by Hale in plaintiff's competitive area.

8. The defendant Hale operates a chain of key stores in the west coast area of the United States. It enjoys a monopolistic buying power by reason of the large number of retail outlets it operates. It has used its monopolistic buying power to negotiate terms and conditions of acquisition and purchase of the products manufactured, distributed and sold by the manufacturer-distributor defendants. It has also used its monopolistic buying power to deny to plaintiff its competitive position in the acquisition, purchase and sale of the products man-

ufactured, distributed and sold by the manufacturer-distributor defendants and, in particular, has purchased and continues to purchase the products of the manufacturer-distributor defendants upon the condition that the manufacturer-distributor defendants do not sell their products to the plaintiff. The manufacturer-distributor defendants have dealt with Hale throughout the period of time alleged on a chain basis and have manufactured, distributed and sold the products for resale in the San Francisco Bay Area in consideration of manufacturing, distributing and selling the products to Hale for resale in other parts of the West Coast area of the United States.

9. By reason of the monopoly of buying power of defendant Hale, and the illegal and discriminatory tactics, combinations, conspiracies and agreements in restraint of trade by the manufacturer-distributor defendants acting in collaboration, the business of plaintiff has been seriously impaired, injured and damaged, and the plaintiff has suffered great damage in loss of profits, good will, reputation and prestige of its store as a retail dealer in radios, television sets, clothes washers and dryers, refrigerators, electric and gas ranges, phonographs and electrical appliances. Plaintiff has been paying unreasonable and discriminatory prices and has been subjected to unfair, unreasonable and discriminatory practices to the damage and loss of plaintiff and to the advantage of defendants, all by reason of the defendants' violation of the anti-trust laws.

10. Plaintiff's damage within the three years preceding the filing of this complaint as a result of the violations of the anti-trust laws is One Hundred Fifty Thousand Dollars ($150,000.00).

Wherefore plaintiff prays:

1. That summons issue to each of the defendants commanding it to appear herein and to answer the allegations contained in this complaint, and to abide by and perform such orders and decrees as the Court may make in the premises;

2. That the plaintiff receive with interest as damages for the injury to its business the sum of Two Hundred Fifty Thousand Dollars ($250,000.00), that the sum be trebled, and that the Court award a reasonable attorneys' fee in accordance with Section 4 of the Clayton Act, 15 U.S.C.A., Section 15, in such cases made and provided;

3. That the defendants, and each of them, be permanently enjoined and restrained from each and every one of the unlawful practices alleged in the plaintiff's complaint;

4. That the aforesaid combination and conspiracy, contracts, agreements, arrangements and understandings in restraint of interstate trade and commerce, conspiracy to monopolize, attempts to monopolize and monopolization of interstate trade and commerce be adjudged and decreed to be unlawful, and that the contracts, agreements, arrangements and understandings and practices alleged in this complaint be adjudged and decreed to be in violation of Sections 1 and 2 of the Sherman Act.

5. That the Court adjudge and decree that the defendants have combined and conspired to restrain unreasonably and have conspired to monopolize and have monopolized interstate trade and commerce in the manufacturing, distributing and selling of the products in violation of Sections 1 and 2 of the Sherman Act.

6. That the defendants and any of their subsidiaries or affiliated companies, their officers, directors, agents and employees and their respective successors, assignees or transferees be enjoined from agreeing, combining, conspiring or contracting with each other or with any other person or corporation whatsoever to restrain, control or eliminate competition among themselves or others, from restraining in any way and from agreeing on the prices, terms or conditions in the manufacturing, distributing and selling of the products in the State of California or from conspiring or attempting to monopolize, or monopolizing the interstate trade and commerce herein alleged;

7. That the Court issue a preliminary injunction prohibiting the defendants, and each of them, and their officials, directors, agents and employees from continuing to discriminate against plaintiff by agreement or concert of action;

8. That plaintiff recover its costs herein; and

9. That the plaintiff have such other and further relief as the Court may deem proper.

* * * * *

Wherefore, plaintiff demands judgment against defendant, in the sum of One Hundred Fifty Thousand Dollars ($150,000.00), plus a reasonable attorneys' fee, and the costs of this action.

/s/ IRVIN GOLDSTEIN,
Attorney for Plaintiff

Plaintiff demands a Jury Trial.

[Endorsed]: Filed February 23, 1956.

[Title of District Court and Cause.]

AMENDMENT TO COMPLAINT

Plaintiff, Klor's, Inc., amends its complaint filed herein in the following manner: Count One, page 10, lines 18 and 19, strike out the words and numerals "One Hundred Fifty Thousand Dollars ($150,000.00)" and substitute in lieu thereof the words and numerals "Two Hundred Fifty Thousand Dollars ($250,000.00)".

/s/ IRVIN GOLDSTEIN,
Attorney for Plaintiff

Certificate of Service by Mail attached.

[Endorsed]: Filed April 13, 1956.

[Title of District Court and Cause.]

NOTICE OF MOTIONS

To: Plaintiff Klor's, Inc., and to its attorney Irvin Goldstein, Esquire:

Please Take Notice that on May 21, 1956 at 9:30 a.m. or as soon thereafter as counsel can be heard, defendant Broadway-Hale Stores, Inc. will move, on the Master Calendar of the above-entitled Court, Seventh and Mission Streets, San Francisco, California, as follows:

1. To dismiss Count One of the complaint as against defendant Broadway-Hale Stores, Inc., for failure to state a claim for relief against said defendant.

* * * * *

[Endorsed]: Filed May 3, 1956.

[Title of District Court and Cause.]

MEMORANDUM OF DEFENDANT BROADWAY-HALE STORES, INC., IN SUPPORT OF MOTIONS TO DISMISS, TO SEPARATELY STATE, AND FOR MORE DEFINITE STATEMENT

* * * * *

There is still another major deficiency in Count One's attempted statement of a claim under the Sherman Act. The cases are legion that no cause of action under the Sherman Act exists unless

there is an injury to the public interest, and that the Act does not care whether the plaintiff or someone else does the business so long as interstate commerce continues. That is to say, there must not only be injury to the plaintiff, but to the public also.

* * * * *

[Endorsed]: Filed May 3, 1956.

[Title of District Court and Cause.]

STIPULATION FOR AMENDMENT OF COMPLAINT AND EXTENDING THE TIME OF WHIRLPOOL-SEEGER CORPORATION TO PLEAD

Whereas, since the filing of its complaint herein plaintiff has become apprised of facts indicating the necessity of amending its complaint herein to substitute Whirlpool-Seeger Corporation as a defendant herein in the place and stead of the defendant named as Whirlpool Corporation, and likewise to include in said complaint as so amended appropriate charging allegations against said Whirlpool-Seeger Corporation; and

Whereas, a number of the defendants above named heretofore have made and filed motions attacking the sufficiency of the complaint herein upon various grounds, all of which motions are still pending and undetermined; and

Whereas, it is deemed advisable to delay the above amendment to the complaint until said pending motions have been determined;

Now, Therefore, it is hereby stipulated by and between the plaintiff above named and said Whirlpool-Seeger Corporation, through their respective counsel, as follows:

1. That plaintiff may amend its complaint herein in the manner above mentioned at any time within fifteen days from the time that the aforesaid motions of the other defendants which are presently pending are determined.

2. That upon such amendment being made and service thereof upon the undersigned attorneys for said Whirlpool-Seeger Corporation, said corporation shall have twenty days from the time of such service within which to plead or otherwise move to the complaint herein as so amended.

Extension of thirty-nine days to plead heretofore granted by stipulation of counsel.

Dated this 9th day of May, 1956.

/s/ IRVIN GOLDSTEIN,
Attorney for Plaintiff

BACIGALUPI, ELKUS &
SALINGER,
/s/ CLAUDE N. ROSENBERG,
Attorneys for Whirlpool-Seeger
Corporation

It Is So Ordered this 14th day of May, 1956.

/s/ EDWARD P. MURPHY,
Judge of the Above Court

[Endorsed]: Filed May 14, 1956.

[Title of District Court and Cause.]

MEMORANDUM ORDER

The complaint in this action names twenty-one defendants and contains forty-one counts. Count I alleges that all of the defendants conspired in violation of the Sherman Act, 15 U.S.C. §§1 and 2. Counts 2 through 31 allege that twenty of the defendants, in pairs of two, violated the Robinson-Patman Act, 15 U.S.C. §13(a), (d), and (e); each pair of two defendants is alleged to have sold products to defendant Broadway-Hale Stores, Inc., on discriminatory terms, namely, prices, advertising allowances, and paid salesmen, which were not given to plaintiff on proportionately equal terms. Each of Counts 32 through 41 alleges that defendant Broadway-Hale Stores, Inc., violated 15 U.S.C. §13(f), by receiving from each pair of two defendants lower discriminatory prices than plaintiff was required to pay.

* * * * *

Dated: May 22, 1956.

/s/ O. D. HAMLIN,
United States District Judge

[Endorsed]: Filed May 22, 1956.

[Title of District Court and Cause.]

PRE-TRIAL ORDER

This cause came on to be heard on May 21, 1956 upon motion of certain defendants for separate statement of claims and to dismiss various counts of the complaint, and, after argument thereon, the Court hereby makes the following Pre-Trial Order, pursuant to stipulation of the parties:

1 (a). That Count One of the Complaint is and shall in all further proceedings be interpreted and construed as one seeking relief solely with respect to a conspiracy under the Sherman Act (Act of June 2, 1890, c. 647, as amended, 15 U.S.C.A. Sections 1 and 2), and not as seeking to assert any claim for relief under the Robinson-Patman Act (Act of June 19, 1936, c. 592, §1, 15 USC §13).

(b) That Count One of the Complaint is amended by striking the words "combinations, conspiracies and agreements" in paragraph 9, page 9, lines 25 and 26, and substituting in lieu thereof the words "combination, conspiracy and agreement, as hereinabove alleged".

(c) This Order is without prejudice to the rights of the defendants, or any of them, to call up for hearing their motions to dismiss Count One for failure to state a claim for relief.

* * * * *

Dated: June 11th, 1956.

/s/ LOUIS E. GOODMAN,
United States District Judge

[Endorsed]: Filed June 11, 1956.

[Title of District Court and Cause.]

STIPULATION

It is hereby stipulated and agreed by and between the plaintiff, Klor's, Inc., the defendant named herein as Whirlpool Corporation, and the defendant Broadway-Hale Stores, Inc., that the complaint herein be amended in the following manner:

Page 1, line 18, strike out the words "Whirlpool Corporation, A New York Corporation" and substitute in lieu thereof the words "Whirlpool-Seeger Corporation, a Delaware Corporation";

Count One, page 4, lines 21 and 22, strike out the words "Whirlpool Corporation, hereinafter referred to as Whirlpool, is a New York corporation" and substitute in lieu thereof the words "Whirlpool-Seeger Corporation, hereinafter referred to as Whirlpool, is a Delaware corporation";

Count Eight, page 25, line 20, strike out the words "Whirlpool Corporation" and substitute in lieu thereof the words "Whirlpool-Seeger Corporation"; page 25, line 21, strike out the words "New York" and substitute in lieu thereof the word "Delaware";

Count 34, page 87, line 14, strike out the words "Whirlpool Corporation" and substitute in lieu thereof the words "Whirlpool-Seeger Corporation"; page 87, line 15, strike out the words "New

York" and substitute in lieu thereof the word "Delaware".

/s/ IRVIN GOLDSTEIN,
Attorney for Plaintiff
/s/ CLAUDE N. ROSENBERG,
Attorney for Whirlpool-Seeger Corporation
/s/ RICHARD HAAS,
Attorney for Broadway-Hale Stores, Inc.

It is so Ordered this 15th day of June, 1956.

/s/ EDWARD P. MURPHY,
Judge

[Endorsed]: Filed June 15, 1956.

[Title of District Court and Cause.]

NOTICE OF MOTIONS TO DISMISS AND FOR SUMMARY JUDGMENT

To plaintiff Klor's, Inc. and to its attorney, Irvin Goldstein, Esq.:

Please Take Notice that on Thursday, August 16, 1956, at 10:00 a.m. or as soon thereafter as counsel can be heard, in the courtroom of the Honorable Louis E. Goodman, Seventh and Mission Streets, San Francisco, California, defendants Broadway-Hale Stores, Inc., Admiral Corporation, Admiral Distributors, Inc. (a Delaware corpora-

tion), Whirlpool-Seeger Corporation, H. R. Basford Company, Radio Corporation of America, Leo J. Meyberg Company, Jefferson-Travis, Inc., Philco Corporation, The Dallman Company (sued herein as Dallman Supply Company), Rheem Manufacturing Company, General Electric Company, General Electric Distributing Corporation, Olympic Television of Northern California, Tappan Stove Company and O'Keefe and Merritt Company, and each of them, will move the Court to dismiss Count One of the Complaint for failure to state a claim upon which relief can be granted, and for summary judgment on said Count One on the ground that there is no genuine issue as to any material fact and the moving parties are entitled to a judgment as a matter of law.

These motions will be based upon all the pleadings, papers and orders on file herein, and upon the affidavits of Roy O. Hurd, William M. Casey, Willard H. Mixter, Parshall H. Henry, Seymour J. Cooper, Vernon S. Dallman, Robert A. Washburn, J. A. McGee, Dore Schwab, Jr., Helen H. Hogue and E. W. Derenia, attached hereto.

Dated: July 16, 1956.

/s/ CLAUDE N. ROSENBERG,
Attorney for Defendant Whirlpool-Seeger Corporation

/s/ PETER S. SOMMER,
Attorney for Defendant Jefferson-Travis, Inc.

/s/ GARRETT McENERNEY II,
Attorney for Defendant Philco Corporation

/s/ RICHARD HAAS,
Attorney for Defendant Broadway-Hale Stores, Inc.

/s/ GIRVAN PECK,
Attorney for defendants Admiral Corporation, Admiral Distributors, Inc. (a Delaware corporation), Tappan Stove Company and O'Keefe & Merritt Company

/s/ DAVID B. GIDEON,
Attorney for Defendant H. R. Basford Co.

/s/ DAVID LIVINGSTON,
Attorney for Defendant The Dallman Company

/s/ HERBERT E. HALL,
/s/ JOHN D. GALLAHER,
Attorneys for Defendant Rheem Manufacturing Company

/s/ H. W. GLENSOR,
Attorney for Leo J. Meyberg Company

/s/ PHILIP EHRLICH,
Attorney for Defendant Olympic Television of Northern California

/s/ JOHN A. SUTRO,
Attorney for Defendant Radio Corporation of America

/s/ EVERETT A. MATHEWS,
Attorney for General Electric Company and General Electric Distributing Corporation

Certificate of Service attached.

[Title of District Court and Cause.]

AFFIDAVIT OF ROY O. HURD IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT

State of California
City and County of San Francisco—ss.

Roy O. Hurd, being first duly sworn, deposes and says:

1. I am now, and have for 27 years continuously last past been, the manager of the appliance division of defendant Broadway-Hale Stores, Inc.

2. As such, my duties include the general supervision of purchases of household appliances by said defendant. It is my duty to, and I do in fact, keep myself informed with respect to the various brands and types of household appliances which are on the market for sale to the public in San Francisco, and I have personal knowledge of all matters herein set out.

3. As of February 23, 1956, the following brands of household appliances were being offered for sale at retail in San Francisco:

Radiators-Cooling

RADIATOR REPAIRING
CLEANING RECORING
NEW & USED RADIATORS
AUTOS — TRUCKS BODIES
Prompt Efficient Service
PICK-UP & DELIVERY

Radio Broadcasting Companies & Stations

Radio Broadcasting Stations Representatives

Radio Communication Companies

Radio Dealers

Radio Broadcasting Program Producers

An extension telephone adds comfort and convenience to your home for only a few cents a day.

Answer promptly, speak clearly, hang up gently — three friendly telephone habits.

Keep the Classified Telephone Directory handy; it can save you time and effort.

RADIATORS
PROMPT SERVICE

AUTO – TRUCK – TRACTOR
MASTER LIBERTY
RADIATOR SERVICE
3141 Howard MArket 1-5627

RED PAGE POCKET RADIO
YUkon 2-5841
or Also 3-5440

3 WAY MOBILE RADIO TELEPHONE
RADIO COMMUNICATIONS

RADIO SERVICE
On All Makes
RAYTHEON
PACKARD-BELL
CROSLEY & RCA
DEALERS
WAlnut 1-6000

40 Years of Dependable Service Under Same Owner
Motorola Communication Dealer and Landscaping Dept.

The Sign of Service
BYINGTON ELECTRIC CO.
1809 FILLMORE STREET, ABOVE BUTTER STREET

Radio Dealers—(Cont'd)

CAPEHART RADIOS—

WHOLESALE DISTRIBUTORS

THOMSON-GIBBS CO THE
424 Townsend Yukon 2-4484

CAR RADIO SERVICE 300 Valencia Mkt'l 3-9763
CENTRAL MUSIC CO 2125 Chestnut Mkt'l 1-4921
CENTRAL RADIO CO
3330 Sacramento Jones 7-3605

KINSLEY RADIOS—

DISTRIBUTOR

CALIFORNIA ELECTRIC SUPPLY CO
1160 Folsom Uptown 3-3020

DEALER

SCHWABACHER-FREY CO
715 Market ... GArfield 1-4040

Dave's Radio & Television 1651 Polk GRaystone 6-1262
Stoughton's A C Sales 5211 Geary Blvd BAyview 1-0036
EL REY RADIO & APPLIANCE
711 Alvarado Portola 6a ... DIvisadero 1-4864

EMERSON RADIO

BETTER STYLE . . .
TONE . . .
PERFORMANCE . . .
VALUE . . .
Emerson Television and Radio
Sold only through Authorized Emerson Radio Dealers.

"FOR INFORMATION CALL"

DISTRIBUTORS

PACIFIC WEST COAST DIV OF
[illegible] Yukon 2-1400

DEALERS

Freedman's Radio Service Co
100 Golden Gate Av ... UNderhill 3-4473
Sutter Music Co 1971 Sutter ... FIllmore 6-2530
FAIRMAN FURNITURE CO
1241 Market ... MArket 1-4477

FRED GUD CO 2204 Chestnut ... JEfferson 7-2540
FREEMAN'S RADIO SUPPLY CO
200 Golden Gate Av ... UNderhill 3-6472
G & H Radio & Television Repair Service
3420 Balboa ... SUnset 2-2204
Geary Radio & Television Co
3429 Geary Blvd ... BAyview 1-4000

GENERAL ELECTRIC RADIO

Outstanding radios for superb listening pleasure. Clear reception, portable, "Deal Beauties" table models, AM-FM radio-phono combinations with the G-E Exclusive Tonemaster and Dual Sensitivity Styles.

"WHERE TO BUY THEM"

SALES & SERVICE DEALERS

A & B Varnes Electric Co
4134 Geary Blvd ... EXeter 2-5600
Ace Radio Co 2267 Market ... UNderhill 1-7525
AMERICAN APPLIANCE & SUPPLY CO
1651 Polk ... GRaystone 6-1262
Dave's Radio & Television
1651 Polk ... GRaystone 6-1262
FREEMAN'S RADIO SUPPLY CO
200 Golden Gate Av ... UNderhill 3-6472
General Appliance Company
369 Post ... GA mkt 1-7770
Kahn & Quality Tire & Supply ... UNderhill 1-0600
Pacific Radio & Television Co
2260 Mission ... GA mkt 1-0807
RICHARD E C CO
Rad-io-Apparatus
1716 Lombard ... FIllmore 6-1279
West Portal Radio & Record Shop
78 West Portal Av ... OVerland 1-2277

Emery Radio Service Co
2758 Judah ... SO mission 6-0970
Golden Star Co 366 Clay ... GA mkt 1-4488
Hadley L. Hamel 1307 Post ... GRaystone 6-7826

TO REPAIR LINOLEUM

If you have a break in the edge of linoleum, take a good-sized piece of cloth (to reach well beyond the break at all points), cover it with glue and put it beneath the linoleum. Weight it down with heavy objects until it has had time to dry and set.

HALLCRAFTERS

"THE RADIO MAN'S RADIO"

Highly sensitive, precision built, long range, fine tone quality and communication equipment.

"WHERE TO BUY THEM"

DISTRIBUTOR

RADIOPHONE D'ARNETT
333 Townsend ... DOnner 4-4200

DEALERS

Dave's Radio & Television
1651 Polk ... GRaystone 6-1262
FAIRMAN FURNITURE CO
2436 San Bruno Av ... JOnner 6-7484
Mark Sherry Tire Co 999 Geary ... BAyview 1-3441
West Portal Radio & Record Shop
78 West Portal Av ... OVerland 1-2277

FACTORY REPRESENTATIVES

Purdy Bros J Co 312 7th ... UNderhill 1-4321

COMMUNICATION DISTRIBUTORS

E F RADIO & SUPPLY CO
1284 Market ... UNderhill 1-4200
WEST COAST RADIO & ELECTRONICS
449 Sutter ... UNderhill 1-2262
ZACK RADIO SUPPLY CO
1424 Market ... UNderhill 1-1424

Harmony Radio & Record Shop
661 Clement ... BAyview 1-2566
Henry's Radio Shop 2936 College ... AShbury 1-8000
Jacobs Television Apartments
324 Cortland Av ... Bilger 6-2443
Kay's Radio & Appliances
1516 Fillmore ... JOnner 7-1000
PERFECT SOUND CO 1970 Union ... VOlunteer 6-2727
Lee's Television Radio & TV
836 Irving ... HEmlock 6-2221
Lincoln Way Radio 2240 Fillmore ... UNderhill 1-7454
Max's Radio & Appliance Exchange
919 Clay ... GRaystone 6-1760
MORRIS RADIO & TELEVISION
2304 Lombard ... GRaystone 6-0131
Morse's Radio Service 6199 3d ... VOlunteer 6-2242
Mark Sherry Tire Co 999 Geary ... BAyview 1-3441
RADIO SERVICE & TELEVISION SERVICE
Guaranteed Service On All Makes
Phonographs 19th & 20th Avenues
1060 Clement ... BAyview 1-0829
San Diego Radio Co 1051 Grant Av ... YUkon 2-3540
Serenity Radio & Appliance
2163 Polk ... GRaystone 6-6181
Stewart W & Co 3139 Mission ... VOlunteer 6-1470
Stewart Appliance Co 2311 Market ... UNderhill 1-4476
Western Radio Co 1475 Haight ... UNderhill 1-4751
Wade Radio 2240 Fillmore ... WEbster 1-2303

MOTOROLA RADIOS

Exclusive Motorolaware of Quality Products.

MOTOROLA

"Motorola has — PROVEN DEPENDABILITY in Radio, Television and Radio-Phonographs and Sets."

"WHERE TO BUY THEM"

DISTRIBUTORS

LANCASTER W J CO 3139 3d ... ATwater 6-6400

DEALERS

Ace Radio Co 2267 Market ... UNderhill 1-7525
All Radio ... GA mkt 6-3713
Arrow Radio & Television Shop
4327 Geary Blvd ... BAyview 1-3540
BOB'S RADIO & TELEVISION
4139 Mission ... JUniper 6-6872
Dave's Radio & Television
1651 Polk ... GRaystone 6-1262
FREEMAN'S APPLIANCE & SUPPLY CO
All Makes ... GA mkt 6-3713
Frye Radio & Television Shop
4327 Geary Blvd ... BAyview 1-3540
Gem Radio & TV 1473 Geary Blvd ... ORdway 1-0813
Golden Gate Radio & Record Shop
1951 Post ... GRaystone 6-1262
GOLDEN GUD CO 2204 Chestnut ... JEfferson 7-2540
Mark Sherry Tire Co 999 Geary ... BAyview 1-3441
Progressive Radio & TV
3473-3501 Mission ... VOlunteer 6-0913

SERVICE CENTER
2136 Fillmore ... WEbster 1-4712

(Continued from Column)

EXPLOSION IN OVEN

If you burn the inside of the oven with an exploded potato or something, soak a cloth in ammonia and let it stay on the burned places an hour or so, after which you can scrape the spots clean without harming the enamel.

MOTOROLA RADIOS—(Cont'd)

AUTO RADIO ONLY

Auto Radio Sales Service
1106 Bryant ... UNderhill 3-9140
Bridge Radio & Television The
Drive-In Service Star 7th & 8th Ave
4327 Geary Blvd ... BAyview 1-3540
CAR RADIO SERVICE
[illegible] Valencia ... BAyview 1-9763
[illegible] Polk ... GRaystone 6-6200
[illegible] Market ... UNderhill 1-4200
LEWIS AUTO SUPPLY CO
111 Van Ness Av ... HEmlock 1-7000
M & H Radio Service 1293 Bush ... ORdway 1-6000
MORRIS RADIO & TELEVISION
2304 Lombard ... GRaystone 6-0131
QUINT U S CO
3150 Mission ... VA terio 6-1409
S & H Radio Sales & Service
1979 Fulton ... GRaystone 6-0501
SERVICE RADIO WHOLESALE
1267 Post ... GRaystone 6-7826
SERVICE-ELECTRIC COMPANY
[illegible] Van Ness Av ... HEmlock 1-4132

Murphy's 1300 Polk ... ORdway 3-9707

MORSE SAN FRANCISCO

CHICAGO SWIFT RADIO PHONOGRAPHS
High Fidelity Phonographs & Radio Cabinets or Radio Kits
562 Stanyan ... HEmlock 1-0887

NATIONAL COMMUNICATION RECEIVERS—

ZACK RADIO SUPPLY CO
1424 Market ... UNderhill 1-1424

NATIONAL RADIO SERVICING—

E F RADIO & SUPPLY CO
1284 Market ... UNderhill 1-4200
Wade's Radio & Television Service
3412 Judah ... OVerland 1-4545
Pan Radio & Television Co
2260 Mission ... VA mkt 1-0831
Park-Presidio Radio Transmitters
[illegible] Geary Blvd ... BAyview 1-0441
Peerless Radio & Appliance Co
3721 Geary Blvd ... SU piney 1-3507

PHILCO RADIO AND TELEVISION

Philco gives you Easy Terms, prompt delivery and complete service on all Philco products. All dealers in Philco products display the Philco Radio Sign. Look for it. Philco is the Symbol of Quality for Your Home . . . Philco for Quality the World Over.

PHILCO

"WHERE TO BUY THEM"

DISTRIBUTOR

[illegible] CO APPLIANCE DIVISION
420-34 [illegible] ... UNderhill 1-4200

DEALERS

[illegible] CO 1619 Polk ... ORdway 3-4200
CITY OF PARIS
Geary & O'Farrell ... UNderhill 1-2100
Dave's Radio & Television
1651 Polk ... GRaystone 6-1262
FRED GUD CO 2204 Chestnut ... JEfferson 7-2540
Lang J E & CO Inc
1175 Market ... HEmlock 1-1100
Progressive Radio & TV
3473 3501 Mission ... VOlunteer 6-0913
Sherwood-FOLEY CO
310 Market ... SU piney 1-4040
WARNER FURNITURE CO
1241 Market ... UNderhill 1-4477

Pioneer Radio & Television
2707 Berkeley ... ORdway 1-7222
Progressive Radio & TV 3473-3501 Mission ... VOlunteer 6-0913
PYRAMID RADIO 1339 Sutter ... WEbster 1-4748

RCA BATTERIES & TUBES—

DAVE'S RADIO & TELEVISION
1651 Polk ... GRaystone 6-1262

Would you like to get your share of business from customers in your neighborhood? Then why not advertise in the Classified Telephone Directory? Simply call the Business Office of the telephone company and ask for the Directory Advertising Representative. He will help you plan a sales-building message.

RCA VICTOR

TELEVISION
Radio, Phonographs
Tube, Accessories
Records

World Leader in Radio, First in Television and Radio, First in Records.

"WHERE TO CALL"

DISTRIBUTOR

MEYERS LEO J CO
33 Gough ... MArket 1-3400

DEALERS

A & B Varnes Electric Co
4134 Geary Blvd ... EXeter 2-9600
Ace Radio Co 2267 Market ... UNderhill 1-7525
Dave's Appliance Radio & TV Co
1651 Polk ... GRaystone 6-1262
GOLDSTEIN'S RADIO & SERVICE
2100 Market ... UNderhill 1-7200
GUTT OF PARIS
Geary & Stockton ... DOnner 2-4000
Harry's Radio & Television
1651 Polk ... GRaystone 6-1262
FRED GUD CO 2204 Chestnut ... JEfferson 7-2540
Hansen Service Co
2760 Judah ... OVerland 1-6272
Gutterman Co 2nd Floor ... GA mkt 1-4288
HOFFMAN CLOTHES & RADIO CO
1201 Market ... UNderhill 1-2100
KAPLAN'S RADIO & TELEVISION
2400 Geary Blvd ... BAyview 1-3300
Kahn & Quality Tire & Supply ... UNderhill 1-0600
Lang J E & CO
1175 Market ... HEmlock 1-1100
MARX-FREEMAN RADIO TELEVISION
1267 Stockton ... DOnner 2-4441
Sherwood-FOLEY CO
310 Market ... SU piney 1-4040
STANLEY'S RADIO & TELEVISION
2000 Geary Blvd ... BAyview 1-1330

Radio Stock
Service Servicing & Sales
3199 24th ... AT water 3-8812
Radio & TV Service Co
2200 Taraval ... LAkeview 1-4230
Stewart's Radio & TV 2955 Sloriway ... LAkeview 1-4230
T & D RADIO SALES & SERVICE
1570 Polk ... FI nance 6-4000
Tom's Radio Service
2000 San Bruno Av ... JUniper 3-2000
U P Radio & Electric Co
1284 Market ... UNderhill 1-4200
UNIVERSAL-FOLEY CO
310 Market ... SU piney 1-4040

SENTINEL TELEVISION AND RADIO

Sentinel
Window Shades
Shades Cleans and Hangs Them Today
Automatic Tuning
Modern As Tomorrow
Alive As Today

"WHERE TO BUY IT"

DISTRIBUTORS

BERNHILL S S CO 216 4th ... SU ter 1-4224

DEALER

Vincent Radio & Television Service
2254 Mission ... VOlunteer 6-7575

SERVICE CENTER
216 Fillmore ... WEbster 1-4712
Service Radio Corporation 1397 Post ... GRaystone 6-7826
Shaw Electric Co 2437 Mission ... VOlunteer 6-7575
Sherry Radio & Television
2954 Sutter Bldg Mkt Phone 5-0000
Singer Dispatch & Radio Co
1247 Fillmore ... FI nance 6-4000
STANLEY'S RADIO & TELEVISION SERVICE
2045 Irving ... SU nset 1-4000
Sutter Radio & Music Co
2796 Mission ... VOlunteer 6-7575
Symonds Appliance & Radio
2000 Geary Blvd ... BAyview 1-1330
Tom's Radio Service
4700 Mission Bay Dist ... FI nance 6-4000
Tuft's Radio Electronic Shop ... VA mkt 2-5000
Union Furniture & Radio Shop
70 Van Ness Av ... UNderhill 1-0400

WESTINGHOUSE RADIO—

DISTRIBUTORS

WESTINGHOUSE ELECTRIC SUPPLY
CO 111 Sutter Av ... DOnner 1-7
Wing Sam Ark Bldg ... GRaystone 6-7
(Continued from Page)

SAN FRANCISCO'S LARGEST EXCLUSIVE AUTO RADIO HOUSE

SALES & REPAIR

Fast Drive-in Service on All Makes of Car Radios . . .

Specialists in FOREIGN CARS

Easy Credit Terms Available

ALL WORK GUARANTEED

280

CAR RADIO SERVICE

280 Valencia Near 14th St.

MArket 1-6783

DEPENDABLE TELEVISION and RADIO SERVICE

METER REPAIR SERVICE

Pleasant 5-3874

RADIO TEST EQUIPMENT

PACIFIC SALES CORP.

RADIO SERVICE

HOME & AUTO - ALL MAKES

City-Wide Pick-Up & Delivery

HI FIDELITY

SALES — SERVICE — INSTALLATION BY EXPERTS — FULLY CAPABLE WITH YEARS OF EXPERIENCE WORK ABSOLUTELY GUARANTEED

★ **PEERLESS** ★

RADIO & APPLIANCE CO.

SKyline 1-8022

AUTO RADIOS

Exclusively

★ DRIVE-IN SERVICE

Custom Built Radios for All Cars

HOURS:

Open Daily 8 A.M. - 6 P.M.

Sundays 10 A.M. - 4 P.M.

SERVICE WHILE-U-WAIT

UNderhill 3-5145

1104 BRYANT ST. AT 9th

AUTO RADIO SERVICE

AUTO RADIO REPAIRS

Factory Authorized Station

ALL MAKES CAR RADIOS AND PARTS

SERVICE RADIO

OLeytona 4-7816

RADIO REPAIRS

City Wide

Pick Up & Delivery

GIFFILLAN — HALLICRAFTERS

TRAV-LER

Specializing in RECORD CHANGERS

S & M Radio

FI 7-6301

DRIVE-IN SERVICE

Service on Radios & TV's

Any Make or Model

ALL WORK & PARTS GUARANTEED

AUTHORIZED MOTOROLA SALES & SERVICE

BRIDGE RADIO & TELEVISION

SKyline 2-2348

4327 Geary Blvd., Bet. 7th & 8th Aves.

DRIVE-IN SERVICE

SALES — INSTALLATION

SERVICE WHILE YOU WAIT

Custom Built Radios for All Cars

FACTORY AUTHORIZED WARRANTY

ESTIMATES GLADLY GIVEN

OLeaway 3-6200

BUD FISKE CO.

1610 Polk

(Bet. Van Ness & Franklin)

Radio Dealers—(Cont'd)

SMITH RADIO

"WHERE TO BUY THEM"

DISTRIBUTOR

DEALERS

Radio & Electronic Equipment—Marine

Radio Film' Agents

Radio Dealers—See Radios—Dealers

The Yellow Pages save you time.

Radio Schools—See Schools

Radio Servicing

Many buyers turn to the Yellow Pages first.

Railroad Equipment & Supplies—(Cont'd)

MOSER — DAYTON — CARPENTER
RAILROAD TRACK MATERIAL

RAILROAD TRACKS
Constructed — Repaired
& Maintained
NEW & RELAY RAILS
Switches — All Track
Accessories
Spikes Bars — Tie Plates
Spikes — Bolts

NEW AND RELAYING RAIL
CARS & LOCOMOTIVES
Track — Car — Wheel Boring

RAILROAD TRACKS
Constructed — Repaired
& Maintained
NEW & RELAY RAILS
Switches — All Track
Accessories
Spikes Bars — Tie Plates
Spikes — Bolts

Railroads—Whole & Hdy

Ranges

MACHINERY DUDDY BEARINGS
Steel Heavy Duty Bridge Bumper

Ranges & Stoves—Dealers

BUILT-IN RANGES
ALL POPULAR MAKES
GAS AND ELECTRIC

DISTRIBUTOR
CALIFORNIA ELECTRIC SUPPLY CO

Advertise here—it pays.

BRIDGE, BEACH & CO.
"ROCKS" & "SUPERIOR" GAS RANGES
"ECONOMY" HOTEL RANGES
OFFICE & WAREHOUSE

Ranges & Stoves—Dealers—(Cont'd)

PROGRAMIC ELECTRIC RANGES—

SALES & SERVICE

GENERAL ELECTRIC RANGES

"WHERE TO CALL"

SALES & SERVICE DEALERS

SALES DEALERS

Ranges & Stoves—Dealers—(Cont'd)

GIBSON ELECTRIC RANGES

SEE THE NEW ELECTRIC RANGES WITH THERMADIAL
Gibson
Since 1877
"WHERE TO BUY THEM"
DISTRIBUTOR
SERVICE ONLY

(Continued from Page)

Party Line Pointers:

1. Space your calls instead of making a whole series.
2. If yours is an emergency call and the line is in use, explain the circumstances to the person using the line.
3. If you are calling from a dial telephone always make certain the line is clear before you dial.
4. When the children use the telephone, ask them to be considerate, too.
5. Replace the receiver properly when you finish your call.

GUARANTEED STOVE REPAIRS
★ ALL MAKES ★ ALL MODELS
AUTOMATIC CONTROLS · THERMOSTATS
Expert Installations
PROMPT SERVICE
ALL WORK GUARANTEED
EXPERIENCED MECHANICS
New & Used Stoves Bought & Sold
WAlnut 1-1447
RELIABLE STOVE EXCHANGE
"Satisfied Customers for More Than a Quarter Century"
756 McALLISTER

Range & Stoves
Gas & Electric
• WESTINGHOUSE
• O'KEEFE & MERRITT
• VICTORIA HOLLY
• GENERAL ELECTRIC
• FRIGIDAIRE
GERNHARDT STROHMAIER CO.

UNDERCOVER STUFF
To keep blankets soft and fluffy between launderings, brush with a whisk broom toward the binding—never across the blanket.

Ranges & Stoves-Dealers-(Cont'd)

HOTPOINT ELECTRIC RANGES

Hotpoint

"WHERE TO BUY THEM"

DEALERS

A & E Home Electric Co ..... Elwyn 6-9999
GEORGE PLUMBING CO ..... Mi 00 6-0000
FAMILY FURNITURE CO ..... Ulbrich 1-3000
Grand Appliance Company ..... Ulbrich 1-7778
Golden Gate T V & Appliances ..... Ulbrich 1-3967
LYONS ELECTRIC CO ..... WE st 1-0100
Mart Mayers Tire Co and Sperry ..... Ulbrich 1-3001
MODERN APPLIANCE CO ..... Ulbrich 1-4000
Nichols Furniture Store ..... Ulbrich 6-0150
RICHARDS K E CO ..... Ulbrich 1-3774
Sale Hardware 3690 Post ..... Wilbur 1-0000

AUTHORIZED SERVICE

GENERAL APPLIANCE COMPANY ..... Ulbrich 1-7778

DISTRIBUTOR

GRAYSON ELECTRIC CO ..... Mi rket 1-0100

House Of Kerman 130-1000 ..... Ulbrich 3-3000
Jackson L. E Homeowners Co ..... Ulbrich 1-7001

KELVINATOR ELECTRIC RANGES—

DISTRIBUTORS

KELVINATOR DIVISION-AMERICAN MOTORS SALES CORP ..... Ulbrich 6-0000

DEALER

MODERN APPLIANCE CO ..... Ulbrich 1-4000

LAUNDERS & SAVORETTE

Distributors for Northern Calif.
THERMADOR ELECTRICAL APPLIANCES
L & H CUSTOM-BUILT ELECTRIC COOKING

LECTRO-HEAT ELECTRIC RANGES—

DEALERS

RAPHAEL'S 1400 Jones ..... Mi rket 6-7670

MAGIC CHEF GAS RANGES

"WHERE TO BUY THEM"

DEALERS

Eisenhower Gas ..... Ulbrich 1-7000
1600 Carlton Avenue ..... Ulbrich 1-7000
Universal Heating Co ..... Ulbrich 1-7000
1st West Point Av. Ulbrich 1-7000
Yukon Appliance Co ..... Ulbrich 1-7000
3471 Wilson ..... Mi rket 1-0000

Here's how you may be sure of getting your party more often when you dial:

1. Look up your number in the latest directory.
2. Listen for the steady hummm of the dial tone.
3. Keep your eye on the dial.
4. Wait a minute before you decide your party isn't home.

Warm Room & Furniture ..... 2419 Lambert Ulbrich 6-0000

MAYTAG GAS RANGES

Maytag

"WHERE TO BUY THEM"

WHOLESALE DISTRIBUTORS

MAYTAG WEST COAST CO ..... Elwyn 6-0700

DEALERS

Colma Hardware & Furniture Co ..... Plum 0-0000
DAVE'S RADIO & TV SERVICE ..... Ulbrich 1-7000
EASTERN GOODS & GIFT SHOP ..... Ulbrich 1-0000
GENERAL CARPET & FURNITURE CO ..... Ulbrich 1-0000
Glenn Rubbish Furniture Co ..... Ulbrich 1-0000
Glenn Rubbish Furniture Co ..... Ulbrich 1-0000
HARTWIG CO THE ..... Ulbrich 1-0000
Hartwig Furniture Co ..... Ulbrich 1-0000
997 West Av 12000 San Leandro
Prices independently verified by
Purchasing Authority
S F Store
1234 Third—City Council
Ask Salesman for Difference

COMMERCIAL GAS RANGES

Occidental

Since 1900

Recognized for three generations
for Quality and Good Taste

"WHERE TO BUY THEM"

MANUFACTURER

DEALERS

A 1000-RITE & SONS ..... Ulbrich 1-0000
A & E Home Electric Co ..... Ulbrich 1-0000
Advanced Home Furniture ..... Ulbrich 1-7000
Brown & Schmidt Furniture Co ..... Ulbrich 1-0000
Bruce's Appliance Center & T V Co ..... Ulbrich 1-0000
CRUMPS FURNITURE & APPLIANCE CO ..... Ulbrich 1-0000
CALLAHAN Furniture Store ..... Ulbrich 1-0000
FOSTER FURNITURE CO ..... Ulbrich 1-0000
GALLI FURNITURE & APPLIANCE CO ..... Ulbrich 1-0000
Golden Gate T V & Appliances ..... Ulbrich 1-0000
HALLIE E CLOTHIER (Furniture) CO ..... Ulbrich 1-0000
HART T & SON ..... Ulbrich 1-0000
Hartwig Home and Appliances ..... Ulbrich 1-0000
Hartwig Street Furniture Co ..... Ulbrich 1-0000
HILLTOP FURNITURE CO ..... Ulbrich 1-0000
HOOPER CARPET & FURNITURE CO ..... Ulbrich 1-0000
Hoffman Furniture Co ..... Ulbrich 1-0000
Hoffman Furniture Co ..... Ulbrich 1-0000
Hoffman Furniture Co

Ranges & Stoves-Dealers-(Cont'd)

WELBILT BBH THERMAL GAS RANGES—

DISTRIBUTOR

WELBILT STOVE CO
Gas and Coke Water Supply Co Inc
2141 A Polk at Chestnut ..... Walnut 4-2075

WESTERN HOLLY GAS RANGES

Queen of the Western Ranges
THE RANGE WITH THE ROUND WINDOWS
Western-Holly

"FOR INFORMATION CALL"

A & B Vernon Electric Co
4134 Geary Blvd ..... EXeter 2-5493
Dolan Harrah Furniture Co
1210 Polk ..... GR Anex 1-4343
GALLI FURNITURE & APPLIANCE CO
1200 Valencia ..... Mission 7-5111
GERNHARDT-STRONGARM CO
Mission & 16th ..... Mission 7-0224
Main Marina Tire Co 999 Geary ..... GRaney 2-3441
HOLLOWAY-LOWENBERG FURNITURE & APPLIANCES
1704 Fillmore ..... WE ster 1-0660
WALDEN FURNITURE CO
2245 Mission ..... MI ssion 7-0477

WESTINGHOUSE ELECTRIC RANGES—

DEALERS

DAVE'S RADIO & TELEVISION
1651 Post ..... GRaystone 4-1363
MODERN APPLIANCE CO
Sales Service-Parts
3333 Mission ..... OXford 1-4200

AUTHORIZED FACTORY SERVICE

RAGS APPLIANCE SERVICE
560 Fourth ..... Sutter 7-0940

Ranges & Stoves-Refinishing

See Appliances, Household-Refinishing

Ranges & Stoves-Repairing

ALBERT & CASSIN APPLIANCE SERVICE CO
Al Vernon Factory Ranges Repaired
2111 Geary Bl ..... WAlnut 1-4665

ARMITAGE ELECTRIC RANGE REPAIR
WE SERVICE ALL MAKES — ALL MODELS
Gas & Electric Ranges — Refrigerators
Washers — Ironers & Dryers
1797 Union ..... PRospect 6-0086

APPLIANCE SERVICE CO
Complete Modern All Major Appliances
27 Sanchez Near 21st ..... PLaza 5-3051

ASSOCIATED STOVE SERVICE
2156 Geary ..... TUxedo 5-6310
See Advertisement This Page!

B & W Stove Installation & Repair Service
582 Pennsylvania Av ..... MIssion 8-1365

BARKER STOVE SERVICE
Specializing in
Thermostat & Oven Control
Stoves, Heaters Connected & Repaired
1830 Whalley ..... SKyline 1-0415

The Yellow Pages save you time.

BURNER BURNED OUT?
USE
Monotubes
ELECTRIC RANGE
UNIT REPLACEMENTS
HEmlock 1-4686
TX Easy to clean
A unit with overall
Heat of Every Variety
Portion ... MODERNIZE
Today - Call Us for
Free Consultation
WASHING MACHINE PARTS CO.
40 RHODE ISLAND

Ranges & Stoves-Repairing-(Cont'd)

BAY LINE APPLIANCE SERVICE
Expert & Service All Makes
Electric & Gas Ranges — Water Heaters
S.F. — East Bay — Marin — Peninsula
652 Fulton ..... MIssion 1-1726

CRANE S F
City Stove Service
Stove Water-Circuit-Conditioning
101 Monroe Wy ..... GRaystone 7-0220

CRESTLINE & G-I RANGE SERVICE
ALL MAKES OF RESTAURANT RANGES
Cleaned — Repaired — Rebuilt
Charcoal Broilers Refurbished
624 Polk ..... GRaystone 3-0440

DAVE'S JOBS O'
RESTAURANT
RANGE REPAIRS & SERVICING
COMPLETE CLEANING & REBUILDING
OF ALL MAKES OF RANGES
Between 24 & 26
111-5 Park ..... ELkhorn 3-7911

FRANK'S STOVE SERVICE
Stoves & Heaters Repaired
Oven Controls Adjusted
2136 Mission ..... MIssion 7-8319

FRIGIDAIRE ELECTRIC RANGE SERVICE—
ARMITAGE ELECTRIC RANGE REPAIR
1797 Union ..... PRospect 6-0086

GERNHARDT-STRONGARM CO
Stoves & Ovens ..... MI ssion 7-0224

GOTTHOFF ELEVATOR RANGES—
GARDNER ELECTRIC CO
Commercial Only
100 Pacific ..... EXbrook 2-4252

KENMORE RANGE SERVICE—
SEARS ROEBUCK & CO
Appl. & Tinsmith ..... VIsitacion 6-0800
Angelo Tortorich & Northern Cal ..... GRaystone 3-5761

Ranges & Stoves-Repairing-(Cont'd)

MARINA STOVE & FURNITURE
2618 Lombard ..... PI nkney 6-0404

MILLER BROS STOVE & HEATERS
CONNECTED AND REPAIRED
Thermostatic Work
3623-18th ..... UNderhill 3-1712

Miller Bros The Stovemen
3623-18th ..... UNderhill 3-1712
(See Advertisement This Page)

RANGE P J SERVICE
GUARANTEED STOVE REPAIRS
All Makes — All Models
THERMOSTAT & OVEN CONTROLS
ADJUSTED
QUALIFIED EXPERT
SALES
Prompt — Honest — Dependable Service
2300 16th Av ..... LIberty 6-4722

RELIABLE STOVE EXCHANGE
756 McAllister ..... UNderhill 3-1447
(See Advertisement This Page)

SLOANS SERVICE 2700 Bryant ..... ATwater 2-3313
(See Advertisement This Page)
United Electric Appliance Radio & TV
1040 Oak HEmlock 1-7439

UNIVERSAL ELECTRIC RANGE SERVICE—
ARMITAGE ELECTRIC RANGE REPAIR
1797 Union ..... PRospect 6-0086

Washing Machine Parts Co
40 Rhode Island HEmlock 1-4686
(See Advertisement This Page)

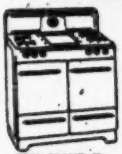
WESTINGHOUSE ELECTRIC RANGES—

FACTORY AUTHORIZED SERVICE

SPEEDWAY REFRIGERATION & APPLIANCE
SERVICE 630 Ellis ..... PRospect 6-3040

Listen for the dial tone before you start to dial. It means that the equipment is ready to receive your call.

STOVES & WATER HEATERS
INSTALLED, REPAIRED & MOVED



SPECIALISTS IN THERMOSTATS & AUTOMATIC CONTROLS

SLOANS SERVICE

ATwater 2-3313

2700 BRYANT ST.

WE INVITE INSURANCE ADJUSTMENTS

STOVES WATER HEATERS

Installed - Moved - Repaired Thermostats

MILLER BROS.

The Stovemen

UNderhill 3-1712

Gear. Service "Stoves & Homes"

Established 1918

3623-18th St.

Guaranteed

STOVE REPAIRS

ALL MAKES - ALL MODELS

Specializing on

★ AUTOMATIC CONTROLS

★ THERMOSTATS

EXPERT INSTALLATIONS
- Prompt Service
- Experienced Mechanics
- All Work Guaranteed

New & Used Stoves Bought & Sold

WAlnut 1-1447

Reliable Stove Exchange

"Satisfied Customers for More Than a Quarter Century"

756 McALLISTER

STOVE
Installations
Repairs

Specialists in

O'KEEFE & MERRITT
WEDGEWOOD
OCCIDENTAL
MAGIC CHEF
WESTERN HOLLY
GAFFERS & SATTLER
TAPPAN
And All Other Makes

A Wise Choice for STOVE REPAIRS

City-Wide Service
These Points

★ 24th & MISSION
★ 10th AVE. & GEARY
★ 20th AVE. & IRVING
★ CHESTNUT & FILLMORE
★ OCEAN AVE. & MIRAMAR AVE.

Call
TUxedo 5-6310

All Work Guaranteed
Si Parla Italiano

ASSOCIATED STOVE SERVICE

1156 GEARY

Featuring the Finest

4u TELEVISION
Sales and Service

Now Showing 1962 Models

Dave's
RADIO & TELEVISION
1651 POLK ST.

SKINNER HIRSCH & KAYE

For the Finest
In Television
Sales - Service

SYLVANIA-CHELSEA
HAND PAINTED
CHINESE, CLASSICS
also
Modern & Provincial

TELEVISION
RADIO... HI-FI
PHONOGRAPHS

FINEST IN
COLOR SETS

GArfield 1-7370

Skinner Hirsch Kaye
239 GRANT AVE. SAN FRANCISCO 8, CA.

WE SELL
FOR LESS

YOUNG BROS.

AUTHORIZED
SALES &
SERVICE

2 LOCATIONS
19th & Minden - 2301 Minden
5522 Geary Blvd.
Between 19th & 20th Aves.

YOUNG BROS.
TV STORES

Telephone Service

Telephone Supplies

Television Dealers

SALES & SERVICE

USED T.V.'S

(Continued Next Page)

Television Dealers—(Cont'd)

"WHERE TO BUY IT"

DISTRIBUTOR

DEALER

AUTHORIZED SERVICE

Sales & Service
ALL NATIONAL MAKES
DAY OR NITE
CITY-WIDE CALLS

"WHERE TO BUY THEM"

CBS TV SETS

DISTRIBUTOR

DEALERS

WHOLESALE DISTRIBUTORS

A Directory Advertising Representative will be glad to help you prepare a Classified Directory advertisement that will bring you more business. You can reach him by calling the Business Office of the telephone company.

AUTHORIZED DEALERS FOR SYLVANIA

DAY & NIGHT
Television Service Co.
1232 HAIGHT ST.

$3.50
Plus Parts for Service call on any make or model

UNderhill 3-0793

24-HR. SHOP REPAIRS

Open 9 A.M. - 10 P.M. Including Sunday

AUTHORIZED DEALER
ADMIRAL — MOTOROLA — SENTINEL — PACKARD-BELL — GENERAL ELECTRIC

DAY or NIGHT
SERVICE & SALES
10 A.M. to 10 P.M.
7 DAYS A WEEK

EVANS TV GUARANTEED SERVICE QUALITY RESULTS

ADMIT TV & CHECK TUBES WITH A TESTER IN YOUR HOME $1.95 PLUS PARTS

20 Years Electronic Experience

WRITTEN GUARANTEE ON ALL MAKES

WAlnut 1-1659

AUTHORIZED DEALERS FOR SYLVANIA

DAY & NIGHT
Television Service Co.
1232 HAIGHT ST.

$3.50
Plus Parts for Service call on any make or model

UNderhill 3-0793

OPEN 9 A.M. - 10 P.M. Including Sunday

TV
UNITED
SALES SERVICE CO.

• PHILCO • ZENITH • MOTOROLA • SENTINEL
FREE HOME DEMONSTRATION
"We Sell the Best & Repair the Rest"

EASY TERMS

VAlencia 4-3934

TV & RADIO REPAIR

UNITED TELEVISION SERVICE CO.
3830-24th Street Near Bryant

Hansen's
PARKSIDE TV
COUNTY WIDE SALES & SERVICE

DU MONT TELEVISION Capehart
Installation & Service

Service Available Evenings — Sundays On All Makes — Covering the Entire City
RCA Victor Authorized Dealer — Your Warranty Is Good Here
SERVING SAN FRANCISCO FOR OVER 13 YEARS
The Best Costs No More at

LOmbard 6-2684

9534-47th AVE. 33 VICENTE

Television Dealers—(Cont'd)

QUALITY TELEVISION AND SERVICE

CROSLEY

"WHERE TO BUY THEM"

DISTRIBUTOR

DEALERS

Please wait till you hear the dial tone . . . then dial.

Authorized Dealers for Motorola

DAY & NIGHT
Television Service Co.
1300 HASHBY DR.

$3.50
Plus Parts for service call on any make or model

UNderhill 3-0783

OPEN 9 A.M. — 10 P.M.
Including Sunday

Carter's
Admiral
SALES & SERVICE
RADIO & HI-FI
TELEVISION

LOmbard 4-1184

1855 IRVING

"WHERE TO BUY IT"

DEALERS

DISTRIBUTOR

PARTS & SERVICE

"FOR INFORMATION CALL"

DISTRIBUTORS

DEALERS

Party Line Pointers:

1. Space your calls instead of making a whole series.
2. If yours is an emergency call and the line is in use, explain the circumstances to the person using the line.
3. If you are calling from a dial telephone always make certain the line is clear before you dial.
4. When the children use the telephone, ask them to be considerate, too.
5. Replace the receiver properly when you finish your call.

TV

"WHERE TO BUY THEM"

DEALERS

DISTRIBUTOR

DEALERS

AUTHORIZED FACTORY SERVICE

Check the Yellow Pages for WHO sells WHAT.

"WHERE TO BUY THEM"

DISTRIBUTOR

DEALERS

CIVIC CENTER

DOWNTOWN DISTRICT

FILLMORE DISTRICT

HAIGHT-ASHBURY DISTRICT

HAIGHT-DIVISADERO DISTRICT

MARINA DISTRICT

MISSION DISTRICT

NOB HILL DISTRICT

NORTH BEACH DISTRICT

POLK ST. DISTRICT

RICHMOND DISTRICT

SUNSET DISTRICT

UPPER FILLMORE DISTRICT

KAYE-HALSEBY TELEVISION—

DEALERS

If you have a doubt about it, look up the number in the latest telephone book before you call.

(Continued from Page)

Television Dealers-(Cont'd)

MAGNAVOX TELEVISION SALES

Magnavox

"WHERE TO BUY THEM"

FACTORY BRANCH

AUTHORIZED DEALERS

HARVEY TELEVISION

MOTOROLA TV

"WHERE TO BUY THEM"

DISTRIBUTOR

DEALERS

OLYMPIC TELEVISION

DISTRIBUTORS

DEALERS

PACKARD-BELL TELEVISION-RADIO

"WHERE TO BUY THEM"

DISTRIBUTORS

FACTORY SERVICE DEPARTMENT

DEALERS

PHILCO

"WHERE TO BUY THEM"

DISTRIBUTOR

DEALERS

RCA VICTOR

"WHERE TO CALL"

DISTRIBUTOR

DEALERS

SCARE AWAY RUST

To prevent rust in trash or garbage cans, pour melted paraffin (or old candles) in bottom of container. Rotate to coat bottom and sides.

Good party-line neighbors are considerate party-line users. Remember these golden rules:

- Space your calls instead of making several without a break.
- Talk only as long as necessary on each call.
- When you finish talking replace the receiver properly.
- Make certain, if you are using a dial telephone, that the line is clear before you dial.
- Ask your youngsters to be considerate, too.

The Classified Telephone Directory tells purchasers where to buy your goods.

Behind on orders? Let handy Classified introduce the suppliers you need. It's fast. It's convenient. Wise buyers say there's nothing like the Yellow Pages of your telephone book for getting in touch with almost everyone around who sells things, fixes things, does things. Try Classified once . . . you'll use it often.

(Continued from Page)

Television Dealers-(Cont'd)

RCA VICTOR

PARK-PRESSMAN RADIO TELEVISION

PIONEER HOME SUPPLY CO

RADIO & T V SERVICE CO

SEARS, ROEBUCK & CO

SINGER ELECTRIC & RADIO CO

SKINNER RADIO & GIFT

STANLEY'S RADIO & TELEVISION

STYLES FURNITURE CO

SUGARMAN E INC

SUNSET TELEVISION CENTER

YOUNG BROS TELEVISION STORES

ZAIS HENRY H FURNITURE CO

RAYTHEON TELEVISION

ENTIRELY NEW KIND OF TV. Revolutionary Glass Cabinet design — Light, compact, all-angle set. Startling picture clarity. Powerful tuning. Many other features and advances. Shown only in Raytheon Lamp-Glass Magnificent TV. Also "Console" series, and 630 Commercial TV.

RAYTHEON

"WHERE TO CALL"

DISTRIBUTORS

LAPKIN FOR COMPANY

DEALERS

A & R Radio

Bel-Var Zone's Service Center

STINGTON ELECTRIC CO

C-KLEER TELEVISION INC

SERVICE

RICHMOND RADIO & TELEVISION CO

SAN BRUNO TV & APPLIANCES

SEGAL MELVIN

For better service, speak directly and clearly into the telephone mouthpiece.

NEWSPAPER FIREWOOD

To make a small grate or stove fire, or to kindle a big one, use old newspapers which have been rolled up tightly, soaked overnight in water, squeezed out and allowed to dry for several days. The tighter they are squeezed, the better firewood they make.

SENTINEL TELEVISION AND RADIO

Sentinel Radio Service Calls and Set Trade Antennas & Towers

Sentinel

"WHERE TO BUY IT"

DISTRIBUTOR

DEALERS

A-1 TELEVISION & RADIO SERVICE

A B C RADIO & TELEVISION CO

ABRAMS RADIO & TELEVISION

DON'S TV SERVICE

EARNSHAW'S TELEVISION CO

HARPER RADIO & TV SERVICE

HUTTON RADIO & TELEVISION

HUTTON TELEVISION SERVICE CO

KENNEDY ELECTRIC & RADIO CO

LEADING MAKES TELEVISION and TV-RADIO-PHONOGRAPH Combinations

Main Store

Miranda Store

MORRIS ELECTRIC & RADIO CO

RICHARDS RADIO & TV

ROBERTS RADIO & GIFT

SHAFER RADIO & TELEVISION

SPARTON RADIO TELEVISION

Sparton

"WHERE TO BUY THEM"

DEALERS

Keller's TV & Appliance Co

STROMBERG-CARLSON TELEVISION

SALES AND SERVICE

Stromberg-Carlson

"WHERE TO BUY IT"

DEALERS

Keller's TV & Appliance Co

RICHARDS & RAYE INCORPORATED

STYLES FURNITURE CO

SUNSET TELEVISION CENTER

An extension telephone is a step-saver in any home.

SYLVANIA TELEVISION

Advance — electronic pioneer — presents the SYLVANIA of the world's finest sets HALOLIGHT television sets, featuring exclusive Halolight for clearer, brighter pictures and greater viewing comfort.

"WHERE TO BUY IT"

DISTRIBUTOR

THOMPSON & HOLMES LTD

DEALERS

A-1 Radio & Television

Bell View Zone's Service Center

C & H RADIO T V SERVICE

Carl Home Furnishing

CALTRONICS T V SALES & SERVICE

CHRISTOPHER TELEVISION SALES

CLINTON'S T V & RADIO

DAY & NIGHT TELEVISION SERVICE

DON'S RADIO & TELEVISION

ELITE ELECTRIC CO

FRANK'S RADIO & TELEVISION

GRANT'S T V & RADIO SERVICE

HARRIS RADIO & TELEVISION

HUTTON RADIO & TELEVISION

KENNEDY ELECTRIC & RADIO CO

LEADING MAKES TELEVISION and TV-RADIO-PHONOGRAPH Combinations

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Miranda Store

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RICHARDS RADIO & TV

ROBERTS RADIO & GIFT

SHAFER RADIO & TELEVISION

SPARTON RADIO TELEVISION

Sparton

"WHERE TO BUY THEM"

DEALERS

Keller's TV & Appliance Co

STROMBERG-CARLSON TELEVISION

SALES AND SERVICE

Stromberg-Carlson

"WHERE TO BUY IT"

DEALERS

Keller's TV & Appliance Co

RICHARDS & RAYE INCORPORATED

STYLES FURNITURE CO

SUNSET TELEVISION CENTER

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ELITE ELECTRIC CO

FRANK'S RADIO & TELEVISION

GRANT'S T V & RADIO SERVICE

HARRIS RADIO & TELEVISION

HUTTON RADIO & TELEVISION

KENNEDY ELECTRIC & RADIO CO

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RICHARDS RADIO & TV

ROBERTS RADIO & GIFT

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SPARTON RADIO TELEVISION

Sparton

"WHERE TO BUY THEM"

DEALERS

Keller's TV & Appliance Co

STROMBERG-CARLSON TELEVISION

SALES AND SERVICE

Stromberg-Carlson

"WHERE TO BUY IT"

DEALERS

Keller's TV & Appliance Co

RICHARDS & RAYE INCORPORATED

STYLES FURNITURE CO

SUNSET TELEVISION CENTER

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Bell View Zone's Service Center

C & H RADIO T V SERVICE

Carl Home Furnishing

CALTRONICS T V SALES & SERVICE

CHRISTOPHER TELEVISION SALES

CLINTON'S T V & RADIO

DAY & NIGHT TELEVISION SERVICE

DON'S RADIO & TELEVISION

ELITE ELECTRIC CO

FRANK'S RADIO & TELEVISION

GRANT'S T V & RADIO SERVICE

HARRIS RADIO & TELEVISION

HUTTON RADIO & TELEVISION

KENNEDY ELECTRIC & RADIO CO

LEADING MAKES TELEVISION and TV-RADIO-PHONOGRAPH Combinations

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Miranda Store

MORRIS ELECTRIC & RADIO CO

RICHARDS RADIO & TV

ROBERTS RADIO & GIFT

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SPARTON RADIO TELEVISION

Sparton

"WHERE TO BUY THEM"

DEALERS

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SALES AND SERVICE

Stromberg-Carlson

"WHERE TO BUY IT"

DEALERS

Keller's TV & Appliance Co

RICHARDS & RAYE INCORPORATED

STYLES FURNITURE CO

SUNSET TELEVISION CENTER

TRAV-LER

Famous for Performance and Value Since 1922

TRAV-LER

America's Greatest Television & Radio Value

"FOR INFORMATION CALL"

DISTRIBUTORS

TRAV-LER

DEALERS

DAY & NIGHT TELEVISION SERVICE

SUPER RADIO & T V

WESTINGHOUSE TELEVISION

DISTRIBUTORS

WESTINGHOUSE ELECTRIC SUPPLY

DEALERS

EL REY RADIO & APPLIANCE

HERSCH & RAYE INCORPORATED

SKINNER HERSCH & RAYE

YOUNG BROS TELEVISION STORES

ZENITH TELEVISION

Television of the finest quality with the value and features looked for in 26 years of Experience in Radio exclusively.

ZENITH

"WHERE TO BUY THEM"

DISTRIBUTOR

DEALERS

A & B Home Electric Co

BARNEY APPLIANCE & FURNITURE CO

Bell View Zone's Service Center

Bert's Appliance Radio & T V Co

Brown Radio & Television

CALTRONICS T V SALES & SERVICE

CHRISTOPHER TELEVISION SALES

CLINTON'S T V & RADIO

DAY & NIGHT TELEVISION SERVICE

DON'S RADIO & TELEVISION

ELITE ELECTRIC CO

FRANK'S RADIO & TELEVISION

GRANT'S T V & RADIO SERVICE

HARRIS RADIO & TELEVISION

HUTTON RADIO & TELEVISION

KENNEDY ELECTRIC & RADIO CO

LEADING MAKES TELEVISION and TV-RADIO-PHONOGRAPH Combinations

Main Store

Miranda Store

MORRIS ELECTRIC & RADIO CO

RICHARDS RADIO & TV

ROBERTS RADIO & GIFT

SHAFER RADIO & TELEVISION

SPARTON RADIO TELEVISION

Sparton

"WHERE TO BUY THEM"

DEALERS

Keller's TV & Appliance Co

STROMBERG-CARLSON TELEVISION

SALES AND SERVICE

Stromberg-Carlson

"WHERE TO BUY IT"

DEALERS

Keller's TV & Appliance Co

RICHARDS & RAYE INCORPORATED

STYLES FURNITURE CO

SUNSET TELEVISION CENTER

The Telephone Hour, heard over N.B.C. every Monday night, presents outstanding musical artists for your enjoyment.

EXPLOSION IN OVEN

If you burn the inside of the oven with an exploded potato or something, soak a cloth in ammonia and let it stay on the burned places an hour or so, after which you can scrape the spots clean without harming the enamel.

Warehouses-Public-(Cont'd)

COMPLETE WAREHOUSING SERVICE
DRAYING
POOL CAR DISTRIBUTION

WAREHOUSING
DRAYING
AND
POOL CAR DISTRIBUTION
13 Car Railroad Siding
OFFICE SPACE AVAILABLE

"FOR INFORMATION CALL"

Many buyers turn to the Yellow Pages first.

Warehouses-Field-(Cont'd)

FIELD WAREHOUSING
A National Organization

COMPLETE
INVENTORY FINANCING
SERVICE

Washers

WASHERS & GASKETS

Washing Compounds

Washing Machines-Coin Meter

COIN OPERATED
WASHING MACHINES
& DRYERS
FOR
- Apartment Houses
- Institutions
- Hotels
- Trailer Courts
- Housing Developments
- Boat Houses

CALL
UNderhill 3-0415
SERVICE DISTRIBUTORS INC.
873-7th

Washing Machines-Coin Meter-(Cont'd)

"FOR INFORMATION CALL"

ABC

"WHERE TO BUY IT"
DISTRIBUTOR

DEALERS

WHOLESALE PARTS

Washing Machines-Dealers-(Cont'd)

ALL MAKES WASHERS
SERVICED - REPAIRED

34 YRS OF SERVICE
Authorized
Sales & Service on
BENDIX - EASY - NORGE
MAYTAG - HAMILTON
We Service All Makes
But Sell Only the Best
FREE DELIVERY

DISTRIBUTORS

DEALERS

AUTHORIZED FACTORY PARTS

(Continued from Page)

Advertise here—it pays.

WHERE TO BUY IT

Maytag

The Original Maytag Sales & Service Dept.

AUTOMATIC WASHERS - IRONERS - HOME FREEZERS
MAYTAG DUTCH OVEN GAS RANGES
DRYERS - REFRIGERATORS
WATER HEATERS

We Sell It
We Deliver It
We Install It
We Guarantee It
We Have Parts for It

ALL MAKES REPAIRED
Wringer Rolls for All Makes

Buyers in Marin
Free Pick-Up & Delivery
One Mile Area

ONE YEAR GUARANTEE ON ALL WORK

Service Provide
Serving - San Francisco
Daly City - Colma
South S. F. - San Mateo

MAYTAG Sales - Service - Parts

"Where You Buy Is as Important as What You Buy"

WEST COAST WASHING MACHINE CO.

497 - 493 VALENCIA
Over 2 Million Maytags in Use

UNderhill 1-5835
or UNderhill 1-6492

WASHING MACHINES

NEW • USED

REPAIRING and REBUILDING

Call... PRospect 5-2000

or PRospect 5-3502

- A.B.C. • APEX
- AMERICAN BEAUTY
- DEXTER • EASY
- HAMILTHOT
- NORGE • NORTON
- MAYTAG • BENDIX
- SPEED QUEEN
- BLACKSTONE
- STERRO WASHERS
- 888 VAC
- UNIVERSAL
- LITTLE GIANT •
- HAMILTON
- & ALL AUTOMATICS

Wringer & Motor Specialists

ALL MAKES OF WASHERS & ELECTRICAL APPLIANCES

FREE Pick-Up & Delivery

903 O'FARRELL

CORNER OF POLK

ACCURATE APPLIANCE CO.

AUTHORIZED SERVICE AND SALES

WHIRLPOOL - MAYTAG

• ABC • CONLON • EASY • THOR

WE SERVICE AND REPAIR ALL MAKES

WASHERS • IRONERS • DRYERS

Including KENMORE - BENDIX - WESTINGHOUSE - HAMILTON

One Year Guarantee On All Work

HEmlock 1-1760

Free Estimates Established 1923

The Original

APPLIANCE SERVICE & SALES CO.

1650 MARKET

BENDIX Maytag EASY Thor

The Place to Buy

Modern APPLIANCE CO.

SALES & SERVICE

19 YEARS OF

PROMPT EXPERT SERVICE TO ALL DISTRICTS OF

- BENDIX • MAYTAG • EASY
- THOR • WESTINGHOUSE • A.B.C.
- NORGE • KELVINATOR • APEX
- HOTPOINT • BLACKSTONE • WHIRLPOOL

And Others Open 'Til 9 P.M.

INVESTIGATE OUR RENT TO OWN PLAN

Highest Trade-In Rebuilt Washers From $19.95

UNderhill 1-4050

9311 MARKET ST.

NEAR 16th ST. • NO PARKING PROBLEM

ABC Hamilton Whirlpool

Washing Machines—Dealers—(Cont'd)

BEAM WASHERS—

WASHING MACHINE PARTS CO
Authorized Factory Parts
93 Shaw Island ..... HEmlock 1-4686

Bristol's Easy Washer Shop
903 O'Farrell ..... PR esprit 5-2000

BEE-VAC WASHING MACHINES—

DEALER

ACCURATE APPLIANCE CO
903 O'Farrell ..... PR esprit 5-2000

BENDIX WASHERS & DRYERS

Your most complete choice of Automatic Laundry Equipment. Exclusive Pillow-Soft all-in-one Gas or Electric Tumble Action or Agitator Washers . . . Gas or Electric Dryers . . . Ironers.

BENDIX

"WHERE TO BUY THEM"

DISTRIBUTOR

CALIF ELECTRIC SUPPLY CO
1105 Folsom ..... Uhland 3-3939

DEALERS

A & B Vernon Electric Co
4134 Geary Bl ..... Ellgate 6-6693
Angelo's Wholesalers Unlimited
1019 Irving ..... Ortland 1-4295
BELVIEW TELEVISION CO
2815 Mission ..... Atlantic 4-7207
Bristol's Appliance Radio & T V Co
1601 Fillmore ..... Prospect 5-2000
BROOKE'S 1291 Mission ..... Market 1-4660
Calif Television & Appliance Co
45 Sanchez nr 14th ..... Mkt 1-3545
CARNEY REFRIGERATION CO
590 Valencia nr 14th ..... HEmlock 1-7545
CHARLES F 1909 Mission ..... Mkt 1-7620
DELCO OF WEST PORTAL
103 W Portal Av ..... Ortland 1-3020
GUARANTEED APPLIANCE SERVICE
1015 Irving ..... Ortland 1-4292
HAFFNER'S 1420 Irving ..... Ortland 4-4782
Long J W & Co Inc
1175 Market ..... KEarny 2-1088
MISSION CARPET & FURNITURE CO
2699 Mission nr 24th ..... Atlantic 2-5795
Modern Appliance Co
2511 Market ..... Uhland 1-4650
DISHWASHERS-FREE 60
715 Market ..... DO nr 2-4040
STARLIGHT FURNITURE CO
2211 Mission ..... Valencia 6-4363

FACTORY AUTHORIZED SERVICE

ACCURATE APPLIANCE CO
903 O'Farrell ..... Prospect 5-2000
AUTOMATIC HOME LAUNDRY SERVICE
Shu Phan
46 Clara ..... Ylcher 2-0614
BROOKE'S 1291 Mission ..... Mkt 1-4660
GUARANTEED APPLIANCE SERVICE
1015 Irving ..... Ortland 1-4292
POUND'S REFRIGERATION SERVICE
625 Duncan, Valencia 6-7737

BLACKSTONE HOME LAUNDRY EQUIPMENT—

DEALER

ACCURATE APPLIANCE CO
903 O'Farrell ..... Prospect 5-2000

FACTORY PARTS & SERVICE

ELECTRICAL APPLIANCE SERVICE CO
OF S F 1434 Howard ..... HEmlock 1-4183

BRISTOL'S APPLIANCE RADIO & T V CO
1601 Fillmore ..... Prospect 5-2000
Bristol's 1281 Mission ..... Market 1-4660

CHAMPION WASHERS—

PARTS & SERVICE

VICTORY WASHER CO
1767 Mission at 14th ..... UNderhill 3-4383

CHASE & F 1909 Mission ..... Market 1-4620

CONLON WASHERS—

WASHING MACHINE PARTS CO
Authorized Factory Parts
93 Shaw Island ..... HEmlock 1-4686

DEXTER WASHING MACHINES—

DEALER

ACCURATE APPLIANCE CO
903 O'Farrell ..... PR esprit 5-2000

AUTHORIZED FACTORY PARTS

WASHING MACHINE PARTS CO
93 Shaw Island ..... HEmlock 1-4686

Duplex Co 1281 Geary ..... GRand 1-4343
DULFER'S OF WEST PORTAL
103 W Portal Av ..... Ortland 1-1020
See Advertisement This Page

EASY HOME LAUNDRY EQUIPMENT

EASY

"WHERE TO BUY THEM"

DEALERS

A & B Vernon Electric Co
4134 Geary Bl ..... Ellgate 6-6693
ACCURATE APPLIANCE CO ..... Prospect 5-2000
903 O'Farrell
Angelo's Wholesalers Unlimited
1015 Irving ..... Ortland 1-4292
APPLIANCE SERVICE & SALES CO
1650 Market ..... HEmlock 1-1760
LACHMAN BROS
49 Ninth & 1620 ..... HEmlock 1-2300
MISSION FURNITURE STORE
2126 Turner ..... Lakeside 4-4120
Sheff's Furniture Co 2060 Mkt, 881 nr 7-4060
WAYMAN FURNITURE CO
2242 Mission ..... 881 nr 7-4477

WHOLESALE PARTS

ELECTRICAL APPLIANCE SERVICE CO
OF S F 1434 Howard ..... HE mlock 1-0182

FACTORY BRANCH

EASY WASHING MACHINE CORP
1395 Market ..... HE mlock 1-4797

AUTHORIZED FACTORY PARTS

WASHING MACHINE PARTS CO
93 Shaw Island ..... HEmlock 1-4686

East Washing Machine Corp
1395 Market ..... HE mlock 1-4797
Edwards Dishwashing Machine Co
461 S Van Ness Av ..... UN esprit 1-2640
Emporium The Gas Market ..... TU ban 7-2111
1 Stockton ..... Sutter 1-2111

FRIGIDAIRE AUTOMATIC WASHERS—

SALES & SERVICE DEALERS

BROOKE'S 1291 Mission ..... Market 1-4660
GENERAL APPLIANCE COMPANY
369 Pelt ..... Market 1-7770
JACKSON S & S 500
Irving at 20th Av SEabright 1-5615
LEE FURNITURE CO
1930 Mission ..... Valencia 6-5200
P. N. ELL BROS 2257 Irving ..... Lakeside 4-0527
SUNLAND YOUNG REFRIGERATION CORP
1450 Van Ness Av ..... GRaney 3-6822

GENERAL APPLIANCE COMPANY

Frigidaire — Maytag — General Electric
Washers — Dryers
Factory Authorized Sales & Service
369 Pelt ..... Market 1-7770

(Continued Next Page)

Dulfer's

FACTORY AUTHORIZED SALES & SERVICE

Automatic Washers & Dryers

Frigidaire General Electric Bendix Maytag Hotpoint

ORland 1-1020

103 WEST PORTAL AVE

TO FILL CRACKS

• Cracks in wooden walls, etc., can be permanently repaired by filling them with a thick paste made of approximately 1 part linseed oil, 2 parts hot glue, 3 parts whiting and 4 parts sawdust.

Washing Machines-Dealers-(Cont'd)

GENERAL ELECTRIC HOME LAUNDRY EQUIPMENT

"WHERE TO CALL"

SALES & SERVICE DEALERS

SALES DEALERS

"WHERE TO BUY IT"

DISTRIBUTOR

DEALERS

AUTHORIZED FACTORY SERVICE

DEALER

AUTHORIZED FACTORY PARTS

TO REPAIR LINOLEUM

If you have a break in the edge of linoleum, take a good-sized piece of cloth (to reach well beyond the break at all points), cover it with glue and put it beneath the linoleum. Weight it down with heavy objects until it has had time to dry and set.

Hotpoint

"WHERE TO BUY THEM"

DEALERS

AUTHORIZED SERVICE

DISTRIBUTOR

FACTORY AUTHORIZED PARTS

"WHERE TO BUY THEM"

FACTORY BRANCH

DEALER

Maytag

"WHERE TO BUY IT"

WHOLESALE DISTRIBUTOR

DEALERS

AUTHORIZED SERVICE

AUTHORIZED FACTORY PARTS

DISTRIBUTOR

KEEP LIGHT FROM MILK

Keep light from milk to prevent loss of riboflavin, its most important vitamin element. If you don't meet the milkman, leave out a covered, insulated box for bottles of milk. Remember that light hurts milk more than heat does in a short time.

NORGE

"WHERE TO BUY THEM"

DISTRIBUTOR

DEALERS

AUTHORIZED SERVICE

WHOLESALE PARTS

"WHERE TO BUY THEM"

DISTRIBUTOR

AUTHORIZED FACTORY PARTS

FACTORY PARTS & SERVICE

CENTRALIZED SERVICE

AUTHORIZED FACTORY PARTS

UNIVERSAL ELECTRIC WASHER—

SERVICE & PARTS

(Continued Next Page)

Washing Machines-Dealers-(Cont'd)

VICTORY WASHERS—
PARTS & SERVICE
VICTORY WASHER CO

WEST COAST WASHING MACHINE CO

WESTINGHOUSE LAUNDRY EQUIPMENT—
AUTHORIZED FACTORY SERVICE
RAGS APPLIANCE SERVICE
DEALERS
CHASE S F Store Movers
DAVE'S RADIO & APPLIANCE
DAVE'S RADIO & TELEVISION
FINE FURNITURE & APPLIANCE CO
DOUGLAS APPLIANCE CO
DUGANAN E INC
YOUNG GENE TELEVISION STORES

WHIRLPOOL HOME LAUNDRY
AUTOMATIC WASHERS
DRYERS - IRONERS
Whirlpool
"WHERE TO CALL"
DISTRIBUTOR
DEALERS
A VILLENTE & SONS
A & B Varian Electric Co
APPLIANCE SERVICE & SALES CO
Dalton Appliance & Television Inc
Dave's Appliance Radio & TV Co
DOUGHERTY CLEANING CO
Ewart Home Furnishings
DAVIS FURNITURE CO
GALLI FURNITURE & APPLIANCE CO
HOPKINS ELECTRIC & RADIO CO
House of Carvalho's Used Sales
LEE FURNITURE CO
Mellinger & Son
Mellin Furniture Co
Mayer Appliance Co
Mayer Furniture Store
Sorensen Bros Furniture Co
STANLEIGH FURNITURE CO
STEARNS SERVICE CO
STELLA FURNITURE CO
THOMAS REFRIGERATION CO
UNITED TELEVISION SERVICE CO
(Continued from Preceding Column)

For accurate dialing of your calls, wait a few seconds for the steady humming sound of the dial tone. Then dial each letter and numeral gently, without forcing. If you get a busy signal, please hang up before dialing again.

Washing Machines-Dealers-(Cont'd)

WHIRLPOOL HOME LAUNDRY
SERVICE
A-PARKSIDE APPLIANCE SERVICE
APPLIANCE SERVICE & SALES CO
AUTOMATIC HOME LAUNDRY SERVICE
AUTHORIZED FACTORY PARTS
ELECTRICAL APPLIANCE SERVICE
AUTHORIZED FACTORY PARTS & SERVICE

Washing Machines-Industrial

Washing Machines-Parts & Supplies, Retail

APPLIANCE SERVICE & SALES CO
BARNEY'S
BEYER SALES & SERVICE INC

Listen for the "dial tone" before you start to dial. It means that the equipment is ready to receive your call.

Washing Machines-Parts & Supplies, Wholesale

Washing Machines-Refinishing

Sun Appliances, Guaranteed Refinishing

Washing Machines-Renting

All American Furniture & Refrigeration Co
Modern Appliance Co
Pine Manor & Repair Service
VICTORY WASHERS OF
Rental Appliances Purchase Plan

Washing Machines-Repairing

A-PARKSIDE APPLIANCE SERVICE
CITY-WIDE SERVICE
EXPERT REPAIRS ON
All Makes Washers and Ironers
A-Parkside Appliance Service

The Yellow Pages — meeting place of buyers and sellers.

AUTHORIZED
SERVICE AND SALES
Whirlpool - Maytag
ABC - CONLON - EASY - THOR
We Service and Repair All Makes
WASHERS - IRONERS - DRYERS
Including KENMORE - BENDIX
WESTINGHOUSE - HAMILTON
One Year Guarantee on All Work
Estimates Free
The Original
APPLIANCE
SERVICE & SALES CO.
Established 1923
1658 MARKET
HEmlock 1-1760

Washing Machines-Repairing-(Cont'd)

A & A ABBOTT APPLIANCE CO
COMPLETE REPAIRING
ON ALL WASHING MACHINES
A & E HOME-LAUNDRY EQUIPMENT—
ALBERT & CASANI APPLIANCE SERVICE CO
A & J REPAIR SERVICE
GUARANTEED REPAIR
All Makes
WASHERS AND DRYERS
CITY-WIDE SERVICE
FREE PICK-UP & DELIVERY
CONSTANT PROMPT ATTENTION
TO CALLS
We Service Appliances of All Kinds
FREE ESTIMATES
QUICK DISPATCHING
ASSOCIATE APPLIANCE CO
ALBERT & CASANI APPLIANCE SERVICE CO
ANGELUS VACUUM CLEANER CO
APPLIANCE REGISTERED SERVICE CO
"ABSCO"
BENDIX & WHIRLPOOL
CITY-WIDE SERVICE
All Makes Repaired and Serviced
Work Guaranteed
APPLIANCE SERVICE & SALES CO
Antonio Home Laundry Service
Antonio Washer Shop
BAY LINE APPLIANCE SERVICE
INSTALL — SERVICE — REPAIR
All Makes and Models Washers & Dryers
BENDIX SPECIALIST SERVICE CO
BERNEY'S FURNITURE APPLIANCE & TV CO
Repairs on All Makes
Free Pick-Up & Delivery
All Work Guaranteed
BRUNO'S
ALL MAKES REPAIRED
FACTORY AUTHORIZED
BENDIX - PHILCO-BENDIX
(Continued from Page)

The Yellow pages save you time.

[Title of District Court and Cause.]

AFFIDAVIT OF WILLIAM M. CASEY IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT

State of California
City and County of San Francisco—ss.

William M. Casey, being first duly sworn, deposes and says:

1. From August 31, 1954, I have been and now am sales manager for Admiral Distributors, San Francisco Division, a division of Admiral Corporation. Said division now is and has been at all times herein mentioned the distributor in the City and County of San Francisco for radios, television sets, refrigerators, air conditioners and electric ranges manufactured by the defendant Admiral Corporation. I have personal knowledge of the retailers who are selling or have at any time herein mentioned sold said products at retail in San Francisco.

2. At all times since August 31, 1954, there have been a minimum of 150 stores located in San Francisco selling one or more of said Admiral products at retail including, among the larger stores: Macy's, Hale Bros. and Chas. Brown. 118 of these dealers have sold said products continuously since August 31, 1954. On February 23, 1956, there were no less than 195 retail stores located in San Francisco selling one or more of said Admiral products.

3. At all times since August 31, 1954, there have

been a minimum of twenty stores located in the Mission District of San Francisco selling one or more of said Admiral products at retail. On February 23, 1956, there were 36 such retail stores located in said Mission District selling one or more of said Admiral products, to-wit:

All Makes TV, 5453 Mission
Apartment Supply, 554 Mission
Assoc. Home Furnishers, 1370 Mission
Bay City Enameling, 49 Shotwell
Bechler & Schwab, 140 Valencia
Belview TV, 5515 Mission
Bond Home Furnishings, 2224 Mission
Cherry Burrell, 2675 Folsom
C.S.E. TV, 3895 18th
Carney Refrigeration, 590 Valencia
Christophe's, 2388 Mission
City Wide Refrigerator, 1007½ Valencia
Dan's Sales & Service, 600 Potrero
David Williams, 1585 26th
Estrada Furniture, 3045 24th
Family Furniture, 1943 Mission
Fenech Furniture, 2636 San Bruno
Franks Market, 2500 San Bruno
The Furniture Mart, 2169 Mission
Howse Hardware, 2729 Mission
K. S. TV & Radio, 5488 Mission
Lee Furniture, 2838 Mission
Mission Reliable, 2255 Mission
Patek & Co., 1900 16th Street
Payless Furniture, 2177 Mission
Pound's Refrigeration, 4407 Valencia

Sabella TV, 1631 20th Street
Sipes TV Service, 136 Church
Standard Furniture, 3124 24th Street
Stanley's Radio, 3043 16th Street
State Radio & Music, 2796 Mission
Thomsen Refrigeration, 5451 Mission
Time Home Furniture, 3201 Mission
United TV, 2838 24th Street
Wally's TV, 2345 Mission
Young Bros. TV, 2301 Mission

There are now more than forty of such stores located in said Mission District selling one or more Admiral products.

4. This affidavit is made in support of the motion of all defendants for summary judgment with respect to Count One of the complaint in the above-entitled action.

/s/ WILLIAM M. CASEY

Sworn to before me and subscribed in my presence this 10th day of July, 1956.

[Seal] /s/ FRED J. CASASSA,
Notary Public in and for the City and County of San Francisco, State of California. My Commission Expires November 18, 1956.

[Title of District Court and Cause.]

AFFIDAVIT OF WILLARD H. MIXTER IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT

State of California
City and County of San Francisco—ss.

Willard H. Mixter, being first duly sworn, deposes and says:

1. I am now, and was at all times herein mentioned, an officer of defendant H. R. Basford Company. From March 1, 1952 until December 31, 1955 I was Vice-President & General Manager; from January 1, 1956 to date I have been President & General Manager.

2. H. R. Basford Company is and was at all times mentioned distributor in the City and County of San Francisco for Zenith radios and Zenith television sets manufactured by defendant Zenith Radio Corporation, and is and was engaged in selling said Zenith products to retailers located in San Francisco for resale by them to the public. I have personal knowledge of the persons, firms and corporations who are selling, or have at any time herein mentioned sold, said Zenith products at retail in San Francisco.

3. At all times since January 1, 1952 there have been a minimum of 120 stores located in San Francisco selling said Zenith products at retail, including The City of Paris, W. & J. Sloan Co., The Emporium, Sherman Clay Co., Macy's, Sterling

Furniture Co., Lachman Bros., Nathan Dohrmann Co., Schwabacher-Frey Co., Chas. Brown & Sons, and the J. C. Penney Co. On February 23, 1956 there were and there are now 153 retail stores located in San Francisco selling said Zenith products.

4. At all times since January 1, 1952 there have been a minimum of 10 stores located in the Mission District of San Francisco selling said Zenith products at retail. On February 23, 1956, there were, and there are now 10 retail stores located in said Mission District selling said Zenith products, to-wit;

Name of Store	Address
(a) Hale's	2565 Mission Street
(b) Kay Jewelry	2548 Mission Street
(c) Atlas Radio	3242 22nd Street
(d) Hervey's	2627 Mission Street
(e) Granville's	2512 Mission Street
(f) Young Bros.	2301 Mission Street
(g) Christophes	2388 Mission Street
(h) Wally's	2345 Mission Street
(i) Jack Dougal	2460 Mission Street
(j) B.G.M. Radio & TV,	2412 Mission Street

Over the period from January 1, 1952 through February 23, 1956, and up to the present time, the number of retail stores selling Zenith products in San Francisco has remained more or less constant and at no time during that period have there been less than 120 retail stores located in San Francisco selling Zenith products.

/s/ WILLARD H. MIXTER
President and General Manager H. R. Basford Co.

Subscribed and sworn to before me this 26th day of June, 1956.

[Seal] /s/ MARIE McGILLAWAY
Notary Public in and for the City and County of San Francisco, State of California. My Commission expires March 28, 1959.

[Title of District Court and Cause.]

AFFIDAVIT OF WILLARD H. MIXTER IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT

State of California
City and County of San Francisco—ss.

Willard H. Mixter, being first duly sworn, deposes and says:

1. I am now, and was at all times herein mentioned, an officer of defendant H. R. Basford Company. From March 1, 1952 until December 31, 1955 I was Vice-President & General Manager; from January 1, 1956 to date I have been President & General Manager.

2. H. R. Basford Company was at all times herein mentioned and until December 31st, 1955, the distributor in the City and County of San Francisco for Whirlpool clothes-washers and dryers and was engaged in selling said Whirlpool products to retailers located in San Francisco for resale by them to the public. I have personal knowledge of

the persons, firms, and corporations who are selling, or have at any time herein mentioned until December 31st, 1955, sold said Whirlpool products at retail in San Francisco.

3. At all times from January 1, 1952 and until December 31, 1955, there have been a minimum of 40 stores located in San Francisco selling said Whirlpool products at retail, including the Emporium, Macy's, Schwabacher-Frey Co., Sterling Furniture Co., and Lachman Bros. Furniture Co. On December 31, 1955, there were 67 retail stores located in San Francisco selling said Whirlpool products.

4. At all times from January 1, 1952 through December 31, 1955, there were a minimum of five stores located in the Mission District of San Francisco selling said Whirlpool products at retail. On December 31, 1955 there were 5 retail stores located in said Mission District selling Whirlpool products, to-wit:

Name of Store		Address
(a)	Hale Bros.	2565 Mission Street
(b)	Young Bros.	2301 Mission Street
(c)	Lee Furniture	2838 Mission Street
(d)	Starlight Furniture	2211 Mission Street
(e)	J. & L. Cleary	3215 Mission Street

Over the period from January 1, 1952 until December 31, 1955 the number of retail stores selling Whirlpool products in San Francisco has remained more or less constant and at no time during that

period has there been less than 40 retail stores selling such Whirlpool products.

/s/ WILLARD H. MIXTER
President & General Manager
H. R. Basford Company

Subscribed and sworn to before me this 26th day of June, 1956.

[Seal] /s/ MARIE McGILLAWAY
Notary Public in and for the City and County of San Francisco, State of California. My Commission expires March 28, 1959.

[Title of District Court and Cause.]

AFFIDAVIT OF PARSHALL L. HENRY, SALES MANAGER OF LEO J. MEYBERG COMPANY, ON MOTION TO DISMISS

State and Northern District of California,
City and County of San Francisco—ss.

Parshall L. Henry, being first duly sworn, deposes and says:

That he is and has been, since the 6th day of July, 1954, Sales Manager of Radio and Television Department of Leo J. Meyberg Company, one of the defendants, above-named. Leo J. Meyberg Company is the distributor in Northern California of televisions and radios manufactured by Radio Corporation of America;

As such sales manager he is in charge of selecting persons, firms and corporations in the territory of Northern California and particularly in the City and County of San Francisco, who handle RCA Radios and Television for the purpose of resale to the public.

Annexed to this affidavit, marked Exhibit "A", referred to and by such reference made a part hereof, with the same force and effect as though set forth at large herein, is a correct list of dealers in the City and County of San Francisco, in radios and televisions manufactured by Radio Corporation of America;

That said list is full, true and correct as of the date hereof and with some minor variations, is correct as of the date the above-entitled action was commenced, to-wit: the 23rd day of February, 1956.

As of the date of this affidavit there are 127 dealers selling radios and televisions manufactured by Radio Corporation of America to the public in the said City and County of San Francisco. Of these 127 dealers, 18 are located in the Mission District.

At all times since January 1, 1952, there have been substantially the same number of such dealers in said City and County and said District.

In addition, at all times since January 1, 1952, there have been a substantial number of retail stores selling radios manufactured by Radio Corporation

of America to the public in said City and County and said District.

/s/ PARSHALL L. HENRY

Subscribed and sworn to before me this 14th day of July, 1956.

[Seal] /s/ JOHN G. STAMP
Notary Public in and for the City and County of San Francisco, State of California.

[Title of District Court and Cause.]

AFFIDAVIT OF SEYMOUR J. COOPER IN SUPPORT OF MOTION OF JEFFERSON-TRAVIS, INC. FOR SUMMARY JUDGMENT

State of California
City and County of San Francisco—ss.

Seymour J. Cooper, being first duly sworn, deposes and says:

1. I am now, and was at all times since November, 1954, an officer, to-wit, Vice-President, of defendant Jefferson-Travis, Inc. I was at all times between January, 1952 and November, 1954, an officer, to-wit, Vice-President (January, 1952 to July, 1952) and President (July, 1952 to November, 1954) of Emerson West Coast Corporation, a California corporation.

2. Jefferson-Travis, Inc., is, and was at all times

since November 1, 1954, the distributor in the City and County of San Francisco, hereinafter referred to as San Francisco, of radios and television sets manufactured by Emerson Radio and Phonograph Corporation, hereinafter referred to as Emerson, and is and was at all said times engaged in purchasing said Emerson products F.O.B. factory, Jersey City, New Jersey, and in selling said Emerson products to retailers located in San Francisco for resale to the public. Emerson West Coast Corporation was at all times between January, 1952 and November, 1954, the distributor in San Francisco, of radios and television sets manufactured by said Emerson, and was at all said times engaged in purchasing said Emerson products F.O.B. factory, Jersey City, New Jersey, and in selling said Emerson products to retailers located in San Francisco for resale to the public. I have personal knowledge of the persons, firms and corporations who are selling, or have at any time since May, 1952, sold said Emerson products at retail in San Francisco.

3. At all times since May, 1952, there have been a minimum of forty (40) stores located in San Francisco selling said Emerson products at retail, including at the present time such representative retail stores as I. Magnin's, City of Paris, Macy's and the White House. On February 23, 1956 there were one hundred and nine (109) retail stores located in San Francisco selling said Emerson products.

4. At all times since January 1, 1952, there have

been a minimum of thirteen (13) stores located in the Mission District of San Francisco selling said Emerson products at retail. On February 23, 1956, there were twenty-nine (29) retail stores located in said Mission District selling said Emerson products, to-wit:

	Name of Store	Address
(1)	Bayview Appliance	5015 3rd Street
(2)	Cristofani & Muzio	1375 Mission Street
(3)	Darios Home Furnishings	2660 San Bruno
(4)	Drakes Jewelers	2320 Mission Street
(5)	Eagle Sporting Goods,	123 3rd Street
(6)	Ernie Gatto	5158 3rd Street
(7)	Goodyear Service Store	1475 Mission Street
(8)	Hale Bros.	2565 Mission Street
(9)	Jamke Radio	324 Cortland
(10)	K's Television	5488 Mission Street
(11)	Kay Jewelers	2548 Mission Street
(12)	Koch Furniture	2071 Mission Street
(13)	Lachman Bros.	2019 Mission Street
(14)	Mission Reliable Furniture	2255 Mission Street
(15)	Obadashian & Sons	2180 Folsom
(16)	Pacific Appliance	2456 Mission Street
(17)	Pacific Radio & Television	2260 Mission Street
(18)	Price-Rite Television	1422 22nd Street
(19)	Schindel's Furniture	83 Leland
(20)	Sipes Television Service	136 Church Street

(21)	Standard Furniture	3124 24th Street
(22)	Starlight Furniture	2211 Mission Street
(23)	Strand Service	2000 3rd Street
(24)	Television Engineering	2704 24th Street
(25)	Tip Top Radio & Television	6295 3rd Street
(26)	Universal Furniture	1975 Mission Street
(27)	Video Service	1550 Howard Street
(28)	Waxman Furniture	2243 Mission Street
(29)	Young Bros.	2301 Mission Street

Each of the stores immediately hereinabove listed is in substantial competition with plaintiff Klor's, Inc. in the retail sale of Emerson products in the Mission District of San Francisco.

5. Since May, 1952, the number of retail stores selling said Emerson products in San Francisco has been constantly increasing. Thus, in May, 1952, there were forty (40) such stores; on January 1, 1953, sixty (60); on January 1, 1954, seventy-two (72); on January 1, 1955, one hundred and twenty (120); and on January 1, 1956, one hundred and twenty-four (124). The slight decrease in the number of retail stores selling Emerson products in San Francisco between January 1, 1956 and February 23, 1956, is the result of the fact that January and February are traditionally slow months in the sale of products similar to those manufactured by Emerson.

6. Similarly, since May, 1952, the number of retail stores selling said Emerson products in the Mission District of San Francisco has been con-

stantly increasing. Thus, in May, 1952, there were thirteen (13) such stores; on January 1, 1953, fourteen (14); on January 1, 1954, seventeen (17); on January 1, 1955, thirty-one (31); and on January 1, 1956, thirty-three (33).

/s/ SEYMOUR J. COOPER

Subscribed and sworn to before me this 6th day of July, 1956.

[Seal] /s/ VIOLET NEIERNBURG
Notary Public in and for the City and County of San Francisco, State of California. My Commission expires Jan. 4, 1959.

[Title of District Court and Cause.]

AFFIDAVIT OF VERNON S. DALLMAN IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT AS TO COUNT ONE OF THE COMPLAINT

State of California
City and County of San Francisco—ss.

Vernon S. Dallman, being first duly sworn, deposes and says:

1. I am now, and was at all times herein mentioned, an officer, to-wit, President of defendant Dallman Co., sued herein as Dallman Supply Co.

2. Dallman Co. is, and was at all times herein mentioned, the distributor in the City and County

of San Francisco, of the radios, televisions and refrigerators manufactured by defendant Philco Corporation, and is and was engaged in selling said Philco Corporation products to retailers located in San Francisco for resale by them to the public. I have personal knowledge of the persons, firms and corporations who are authorized to sell or have at any time herein mentioned been authorized to sell said Philco Corporation products at retail in San Francisco.

3. At all times since January 1, 1952 there has been a minimum of seventy-nine (79) stores located in San Francisco authorized to sell said Philco Corporation products at retail. The following are some of the more prominent stores:

The White House, Sutter and Grant Streets.

Chas. Brown & Sons, 813 Market Street.

City of Paris, Geary and Stockton Streets.

Schwabacher-Frey Co., 735 Market Street.

L. R. Jackson Homewares Co., 10th Avenue and Clement Street.

Macy's Department Store, Stockton and O'Farrell Streets.

4. On February 23, 1956, the date of the filing of the complaint herein, there were and there are now one hundred seventy-five (175) retail stores located in San Francisco authorized to sell said Philco Corporation products.

5. At all times since January 1, 1952 there has been a minimum of twenty-two (22) stores located in the Mission District of San Francisco authorized

to sell said Philco Corporation products at retail. On February 23, 1956 there were, and there now are, forty-seven (47) retail stores located in said Mission District authorized to sell said Philco Corporation products, to-wit:

A-N Merchandising, 1041 Mission Street.

Alert Appliance, 3895 18th Street.

American Radio Electric Service, 4023 18th Street.

Arc Electric, 4750 Mission Street.

Associated Home Furnishers, 1370 Mission Street.

BGM Radio & Television, 2412 Mission Street.

Belview Television, 5515 Mission Street.

Bill's Radio & Television, 686 Monterey Boulevard.

Carroll's Radio & TV, 6019 Mission Street.

Cherin Furniture, 727 Valencia Street.

Cristofani & Muzio, 1375 Mission Street.

Davis Furniture Co., 981 Mission Street.

Ed's TV & Appliance, 1370 Mission Street.

Family Furniture, 1943 Mission Street.

Furniture Mart, 2169 Mission Street.

Galli Furniture Co., 1200 Valencia Street.

Griffin Furniture Co., 440 Valencia Street.

Hervey's TV, 2627 Mission Street.

Home Furniture Co., 3201 Mission Street.

Jim Koch Home Furniture, 2071 Mission Street.

L & M Television Co., 4743-A Mission Street.

Lee Furniture Co., 2838 Mission Street.

Leed's TV, 3285 21st Street.

Mission Radio & Gun Repair Co., 3361 Mission Street.

Robert Morry, Inc., 556 Mission Street.

One Dollar Radio, 2754 24th Street.

P. F. & A. Radio & TV, 240 Townsend Street.

Pacific Appliance Co., 2767 Mission Street.

Verna Ramey Co., 1375 Mission Street.

Raycliff Sewing Machine Co., 2515 Mission Street.

Robinson's Appliance Co., 803 Courtland Avenue.

Jack Rosen, Inc., 1672 Mission Street.

San Francisco Furniture Co., 839 Mission Street.

Shapiro Furniture Co., 2183 Mission Street.

Sherry & Guglielmo Furniture Co., 621 Mission Street.

Smith Radio & TV, 3245 24th Street.

Standard Furniture Co., 3124 24th Street.

Tiedeman Appliance, 3471 Mission Street.

United Furniture Co., 2154 Mission Street.

United TV Service Co., 2838 24th Street.

Universal Furniture Co., 975 Mission Street.

Universal Instrument Co., 901 South Van Ness Avenue.

Vanoni Radio Service, 3452 Mission Street.

Carl Wald Co., 268 Mission Street.

Waxman Furniture, 2243 Mission Street.

Young Bros., Inc., 2301 Mission Street.

Tony Ziro, 1041 Mission Street.

6. Since January 1, 1952 the number of retail stores authorized to sell said Philco Corporation products in San Francisco has increased. In 1952 there were one hundred thirty-five (135) such stores

and on February 23, 1956 there were and there now are one hundred seventy-five (175) such stores.

/s/ VERNON S. DALLMAN

Subscribed and sworn to before me this 9th day of July, 1956.

[Seal] /s/ HELEN L. HARTMAN
Notary Public in and for the City and County of San Francisco, State of California.

[Title of District Court and Cause.]

AFFIDAVIT OF ROBERT A. WASHBURN IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT WITH RESPECT TO COUNT ONE OF THE COMPLAINT

State of California,
City and County of San Francisco—ss.

I, Robert A. Washburn, being first duly sworn, depose and say:

I am employed by the defendant Rheem Manufacturing Company, and since on or about June 1, 1955 have been so employed, as Sales Manager of its Wedgewood Division for the northern part of California, including the City and County of San Francisco, with my office at 1355 Market Street, San Francisco, California.

Said defendant, Rheem Manufacturing Company, is and was at all times herein mentioned engaged in the business of manufacturing and selling by and

through its Wedgewood Division the ranges which are referred to in the complaint in some instances as Wedgewood gas ranges and in others as Wedgewood gas stoves. As such Sales Manager of said Wedgewood Division, I am the employee of said defendant most familiar with the facts stated in this affidavit.

Said Wedgewood gas ranges are manufactured by said defendant at its Wedgewood Division plant at Newark, Alameda County, California, and are sold directly by said Wedgewood Division to retail dealers in San Francisco and elsewhere. Said defendant has not appointed any distributors for the sale of said Wedgewood gas ranges to retail or other dealers in San Francisco and has not made and does not make any sales of said Wedgewood gas ranges to any distributors for resale by them to retail or other dealers in San Francisco, but at all times herein mentioned said defendant has made and now makes all sales of said Wedgewood gas ranges to retail dealers in San Francisco and elsewhere for resale by them to the public on a direct factory-to-dealer basis.

As such Sales Manager, I have and since on or about June 1, 1955 have had under my custody, control and supervision records of the sales made by said Wedgewood Division of said Wedgewood gas ranges to retail dealers in San Francisco, and have access to such records showing such sales made prior to on or about June 1, 1955, and I know the identity and number of said retail dealers to whom

such sales are and have been made and who are and have been engaged in selling said ranges at retail at the times herein stated.

The location of 2581 Mission Street, San Francisco, California, which is alleged in the complaint herein to be the location of the plaintiff's store, is in what is known as the Mission District in San Francisco.

At all times since January 1, 1952 there have been a minimum of forty-one stores located in San Francisco selling said Wedgewood gas ranges at retail, of which a minimum of eight have been at all of said times located in said Mission District.

On February 23, 1956 the number of such stores selling said Wedgewood gas ranges in San Francisco at retail was fifty-six, of which nine were located in said Mission District, including such stores at Gernhardt Strohmaier at 2205 Mission Street, Redlick's at 2101 Mission Street, Lachman Bros. at 16th and Mission Streets, Hale Bros. at 2565 Mission Street, Cherin's at 727 Valencia Street, Wally's Appliance & Television, at 2345 Mission Street, Shaff's Furniture Co. at 2868 Mission Street, Galli Furniture at 1200 Valencia Street, and W. G. Menary Co. at 3125 Mission Street. Since January 1, 1952 the number of such retail stores selling said Wedgewood gas ranges in San Francisco has been increasing. Thus, on January 1, 1952 there were forty-one such stores; on January 1, 1953 there were forty-five such stores; on January 1, 1954 there were fifty-two such stores; on January 1,

1955 there were fifty-two such stores; and on January 1, 1956 there were fifty-six such stores, including, in addition to said stores in said Mission District, such stores as Barker Bros. at 966 Mission Street, Dohrmann's at 281 Geary Street and 934 Mission Street, The Emporium at 835 Market Street and at Stonestown, Hale Bros. at 753 Market Street and 867 Market Street, Macy's at O'Farrell and Stockton Streets, Sterling Furniture Company at 1049 Market Street, J. H. Wiley at 2098 Market Street, House of Karlson at 130 - 10th Street, Ayoob Bros. at 2600 San Bruno Avenue, Barnal Company at 950 Geary Street, Biagis Furniture at 855 Mission Street, Brodie's at 1281 Mission Street, Burton & Rose at 745 Mission Street; California Home Furnishings at 1694 Union Street, Davis Furniture Co. at 981-85 Mission Street and 1610 Ellis Street, Figone Furniture Co. at 1652 Stockton Street, General Appliance Co. at 369 Fell Street, Ginn Wall Co. at 1016-1018 Grant Avenue, Granz & Ermann at 489 Haight Street, McManus Furniture Co. at 3259 Mission Street, Provident Furniture Co. at 4614 Mission Street, Alfredo Ratto & Sons at 561 Columbus Avenue, Vince Romeo & Son at 1300 Grant Avenue, San Francisco Furniture Co. at 839 Mission Street, The Strand Service at 18th and Mission Streets, Ti Sun Co. at 1123 Grant Avenue, Mike Yob at 1465 Haight Street, B. P. Deovlet & Sons at 1660 Pine Street, S. W. Johnson Co. at 729 Portola Drive, Geo. Peterson & Sons at 4947 Third Street, A. Ramazotti at 1473

Vallejo Street, and Thomsen's at 5451 Mission Street.

/s/ ROBERT A. WASHBURN

Subscribed and sworn to before me this 13th day of July, 1956.

[Seal] /s/ GEORGIA M. JAY,
Notary Public in and for the City and County of San Francisco, State of California.

[Title of District Court and Cause.]

AFFIDAVIT OF J. A. McGEE

State of California
City and County of San Francisco—ss.

J. A. McGee, being first duly sworn, deposes and says:

1. I am the Operating Manager of the San Francisco Branch of General Electric Supply Company, a division of General Electric Company. (Said division is hereinafter sometimes referred to as "General Electric Supply Company.") I am familiar with the records and accounts of the General Electric Supply Company.

2. The General Electric Supply Company has within the City of San Francisco the following franchised-dealers for General Electric major appliances, which include electric ranges and clothes washers and dryers:

Arc Electric Co., 4750 Mission Street, San Francisco, California.

Barnal Company, 950 Geary Street, San Francisco, California.

Bell Electric Co., 599 Castro Street, San Francisco, California.

Belview Television Co., 5515 Mission Street, San Francisco, California.

Boxer's Furn. & Appl. Co., 1401 Fillmore Street, San Francisco, California.

Butler Bros., Stonestown, San Francisco, California.

Calleja Furniture, 1667 Revere Avenue, San Francisco, California.

Cherin Furniture Co., 737 Valencia Street, San Francisco, California.

J. & L. Cleary, 3215 Mission Street, San Francisco, California.

Custom Kitchens, 165 O'Farrell Street, San Francisco, California.

B. P. Deovlet & Sons, 1660 Pine Street, San Francisco, California.

Dohrmann's, 281 Geary Blvd., San Francisco, California.

Dohrmann Commercial Co., c/o The Emporium, 835 Market Street, San Francisco, California.

Dulfer's, 103 West Portal Avenue, San Francisco, California.

Esda Sales & Service, 703 Market Street, San Francisco, California.

Ets-Hokin & Galvan, 551 Mission Street, San Francisco, California.

Fenech Furniture Co., 2636 San Bruno Avenue, San Francisco, California.

Galli Furniture, 1200 Valencia Street, San Francisco, California.

General Appliance Company, 369 Fell Street, San Francisco, California.

Gernhardt-Strohmaier Company, 2205 Mission Street, San Francisco, California.

Mario Giovanzana, 701 Union Street, San Francisco, California.

Goodyear Service Stores, 11th & Mission Streets, San Francisco, California.

Hale's Dept. Store, Radio & Appliance Store, 753 Market Street, San Francisco, California.

Hale's TV & Appliance Store, 2565 Mission Street, San Francisco, California.

Hale's TV & Appliance Store, 867 Market Street, San Francisco, California.

Hastorf-Nettles, 140 Hawthorne Street, San Francisco, California.

Household Appl. & Furn. Center, 843 Montgomery Street, San Francisco, California.

Imperial Furniture Co., 1375 Mission Street, San Francisco, California.

G. B. Jackson, 20th Avenue & Irving Street, San Francisco, California.

Kahn & Keville, Turk & Larkin Streets, San Francisco, California.

Kenney Bros. Radio, 408 Market Street, San Francisco, California.

Lachman Brothers, 16th & Mission Streets, San Francisco, California.

J. M. Long, c/o Crystal Palace Market, 1175 Market Street, San Francisco, California.

Marina Stove & Furniture Co., 2419 Lombard Street, San Francisco, California.

W. G. Menary, 3125 Mission Street, San Francisco, California.

Noriega Hdwe. & Appl., 2526 Noriega, San Francisco, California.

Ralph's Appliance & Furn., 1570 California Street, San Francisco, California.

Redlick's, 17th & Mission Streets, San Francisco, California.

K. C. Richards Co., 1734 Lombard Street, San Francisco, California.

Rodoni-Becker, 455 10th Street, San Francisco, California.

Romeo Furniture Co., 1300 Grant Avenue, San Francisco, California.

San Francisco Elec. & Hdwe., 1006 Fillmore Street, San Francisco, California.

San Francisco Furniture Co., 839 Mission Street, San Francisco, California.

Scott Plumbing Co., 243 Minna Street, San Francisco, California.

Seiki Bros., 1640 Post Street, San Francisco, California.

Shaff's Furniture Co., 2868 Mission Street, San Francisco, California.

Sterling Furniture Co., 1045 Market Street, San Francisco, California.

Stockton Furniture Co., 1210 Stockton Street, San Francisco, California.

Styles Furniture, 850 Divisadero, San Francisco, California.

Vertex Electric Co., 4334-36 Geary Blvd., San Francisco, California.

Carl Wald Co., 268 Mission Street, San Francisco, California.

Wiley Furniture Co., 2098 Market Street, San Francisco, California.

Mike Yob's Appliance, 1465 Haight Street, San Francisco, California.

Young Bros., 2301 Mission Street, San Francisco, California.

3. The General Electric Supply Company has within the Mission District of the City of San Francisco the following franchised dealers for General Electric major appliances, which include electric ranges and clothes washers and dryers:

Arc Electric Co., 4750 Mission Street, San Francisco, California.

Belview Television Co., 5515 Mission Street, San Francisco, California.

Cherin Furniture Co., 737 Valencia Street, San Francisco, California.

J. & L. Cleary, 3215 Mission Street, San Francisco, California.

Ets-Hokin & Galvan, 551 Mission Street, San Francisco, California.

Galli Furniture, 1200 Valencia Street, San Francisco, California.

Gernhardt-Strohmaier Company, 2205 Mission Street, San Francisco, California.

Goodyear Service Stores, 11th & Mission Streets, San Francisco, California.

Hale's TV & Appliance Store, 2565 Mission Street, San Francisco, California.

Imperial Furniture Co., 1375 Mission Street, San Francisco, California.

Lachman Brothers, 16th & Mission Streets, San Francisco, California.

W. G. Menary, 3125 Mission Street, San Francisco, California.

Redlick's, 17th & Mission Streets, San Francisco, California.

San Francisco Furniture Co., 839 Mission Street, San Francisco, California.

Shaff's Furniture Co., 2868 Mission Street, San Francisco, California.

Carl Wald Co., 268 Mission Street, San Francisco, California.

Wiley Furniture Co., 2098 Market Street, San Francisco, California.

Young Bros., 2301 Mission Street, San Francisco, California.

4. The General Electric Supply Company has within the City of San Francisco the following franchised dealers for General Electric television receivers:

Arc Electric Co., 4750 Mission Street, San Francisco, California.

Alexander Furniture, 39 Grove Street, San Francisco, California.

Associated Home Furniture, 1370 Mission Street, San Francisco, California.

Atlas Radio & Appliance Co., 3242 22nd Street, San Francisco, California.

BGM Radio, 2412 Mission Street, San Francisco, California.

Balboa Furn. & Appl. Co., 3729 Balboa Street, San Francisco, California.

Barnal Company, 950 Geary Street, San Francisco, California.

Frank E. Beale Co., 230 Market Street, San Francisco, California.

Bechler-Schwab, 4614 Mission Street, San Francisco, California.

Bell Electric Co., 599 Castro Street, San Francisco, California.

Biddle Radio & TV Service, 2250 Taraval, San Francisco, California.

Bories Radio & TV, 4025 Judah Street, San Francisco, California.

Boxer's Furn. & Appl. Co., 1401 Fillmore Street, San Francisco, California.

Chas. Brown & Sons, 813 Market Street, San Francisco, California.

Burton & Rose, 745 Mission Street, San Francisco, California.

Butler Bros., Stonestown, San Francisco, California.

Calleja Furniture, 1667 Revere Avenue, San Francisco, California.

J. R. Calloway & Co., 312 Mason Street, San Francisco, California.

Cherin Furniture Co., 737 Valencia Street, San Francisco, California.

Circle TV & Radio, Mr. Sam J. Bruno, 802 Greenwich Street, San Francisco, California.

City of Paris, Geary & Stockton Streets, San Francisco, California.

W. Wayne Clark, Inc., 593 Market Street, San Francisco, California.

Colberg Supplies, Attn.: Mr. H. Epstein, Sales Mgr., 777 Golden Gate Avenue, San Francisco, California.

Cristofani & Muzio, 1375 Mission Street, San Francisco, California.

Dave's Radio & Appliance, 1720 Polk Street, San Francisco, California.

Davis & Myers, 1499 Franklin Street, San Francisco, California.

B. P. Deovlet & Sons, 1660 Pine Street, San Francisco, California.

Designs Oriental, 1251 Pacific, San Francisco, California.

Dohrmann's, 281 Geary Blvd., San Francisco, California.

Dunnigan Furniture Co., 947 Columbus, San Francisco, California.

Norman Dvorson & Son, 1008 Mission Street, San Francisco, California.

The Emporium, 835 Market Street, San Francisco, California.

Ennis Furniture Co., 4134 Judah Street, San Francisco, California.

Esda Sales & Service, 703 Market Street, San Francisco, California.

Ets-Hokin & Galvan, 551 Mission Street, San Francisco, California.

Evans Radio & TV Service, 1287 Fulton Street, San Francisco, California.

Fenech Furniture Co., 2636 San Bruno Avenue, San Francisco, California.

Fidelity Trading Co., 150 California Street, San Francisco, California.

Fine Furniture, 2226 Fillmore Street, San Francisco, California.

Bud Fiske Co., 1619 Pine Street, San Francisco, California.

The Gale Company, 3407 California Street, San Francisco, California.

Galli Furniture, 1200 Valencia Street, San Francisco, California.

Geary Radio & Appliance, 5629 Geary Blvd., San Francisco, California.

General Appliance Company, 369 Fell Street, San Francisco, California.

Mario Giovanzana, 701 Union Street, San Francisco, California.

Goodyear Service Stores, 11th & Mission Streets, San Francisco, California.

Hale's Dept. Store, Radio & Appliance Store, 753 Market Street, San Francisco, California.

Hale's TV & Appliance, 867 Market Street, San Francisco, California.

Harmony Radio & Electric, 661 Clement Street, San Francisco, California.

Henshaw Home Appliances, 433 Turk Street, San Francisco, California.

Hervey's Television, 2627 Mission Street, San Francisco, California.

Household Appl. & Furn. Center, 843 Montgomery Street, San Francisco, California.

House of Karlson, 130 10th Street, San Francisco, California.

Imperial Furniture Co., 1375 Mission Street, San Francisco, California.

N. P. Kafaury, c/o Bookbinder Bros. Appl. Div., 1420 Irving Street, San Francisco, California.

Kahn & Keville, Turk & Larkin Streets, San Francisco, California.

Kenney Bros. Radio, 408 Market Street, San Francisco, California.

Paul Koss Supply Co., 900 Folsom Street, San Francisco, California.

Lachman Brothers, 16th & Mission Streets, San Francisco, California.

Alvin Lang Co., 126 Post Street, San Francisco, California.

The Lee Co., 900 Battery Street, San Francisco, California.

Lesser's, 54 Belden Street, San Francisco, California.

Lewis, Inc., 133 Kearny Street, San Francisco, California.

J. M. Long, c/o Crystal Palace Market, 1175 Market Street, San Francisco, California.

Lynch Electric, 937 McAllister Street, San Francisco, California.

Macy's-San Francisco, Stockton & O'Farrell Streets, San Francisco, California.

Marina Stove & Furniture Co., 2419 Lombard Street, San Francisco, California.

Mee Shing Radio Co., 1051 Grant Avenue, San Francisco, California.

W. G. Menary, 3125 Mission Street, San Francisco, California.

H. R. Miller & Co., 3028 San Bruno Avenue, San Francisco, California.

Mark Morris Tire Co., 999 Geary Street, San Francisco, California.

Noriega Hdwe. & Appl., 2526 Noriega, San Francisco, California.

Norton's Radio & TV, 337 Holloway Avenue, San Francisco, California.

Opp's Radio & TV Co., 3739 Balboa, San Francisco, California.

Pallas Bros. TV, 5000 Mission Street, San Francisco, California.

Phillipine Service Co., 85 5th Street, San Francisco, California.

Photo & Sound, 116 Natoma Street, San Francisco, California.

Ralph's Appliance & Furn., 1570 California Street, San Francisco, California.

Redlick's, 17th & Mission Streets, San Francisco, California.

K. C. Richards Co., 1734 Lombard St., San Francisco, California.

Barry W. Rogers Co., Inc., 121 Market Street, San Francisco, California.

Romeo Furniture Co., 1300 Grant Avenue, San Francisco, California.

Saltzman Bros., 719 Mission Street, San Francisco, California.

Lewis Samuels & Co., 520 McAllister Street, San Francisco, California.

Santos & Co., 515 Market Street, San Francisco, California.

Schwabacher-Frey Co., 735 Market Street, San Francisco, California.

Seiki Bros., 1640 Post Street, San Francisco, California.

Sherman-Clay & Co., Sutter & Kearny Streets, San Francisco, California.

Sherman-Clay & Co., 2539 Mission Street, San Francisco, California.

Sherry & Guglielmo, 621 Mission Street, San Francisco, California.

Jim Shum Supply Co., 545 Kearny Street, San Francisco, California.

Sincere TV, 1378 Pacific, San Francisco, California.

Skinner, Hirsch & Kaye, 239 Grant Avenue, San Francisco, California.

Stanley's Radio & Television Service, 3043 16th Street, San Francisco, California.

Sterling Furniture Co., 1045 Market Street, San Francisco, California.

Stockton Furniture Co., 1210 Stockton Street, San Francisco, California.

The Strand Service, 2000 3rd Street, San Francisco, California.

Styles Furniture, 850 Divisadero, San Francisco, California.

Sugarman Appliance Service, 21 Cragmont Avenue, San Francisco, California.

Super Radio Service, 3719 Mission Street, San Francisco, California.

T. J. Furniture, 701 Schrader Street, San Francisco, California.

Television of San Francisco, 659 Geary Street, San Francisco, California.

United Purchasing Agency, 386 Geary Street, San Francisco, California.

United TV & Service, 2838 24th Street, San Francisco, California.

Vertex Electric Co., 4334-36 Geary Blvd., San Francisco, California.

Carl Wald Co., 268 Mission Street, San Francisco, California.

Mason Wenzel, 255 California Street, San Francisco, California.

Wiley Furniture Co., 2098 Market Street, San Francisco, California.

World Wide Trading, 210 California Street, San Francisco, California.

Young Bros., 2301 Mission Street, San Francisco, California.

5. The General Electric Supply Company has within the Mission District of the City of San

Francisco the following franchised dealers for General Electric television receivers:

Arc Electric Co., 4750 Mission Street, San Francisco, California.

Associated Home Furniture, 1370 Mission Street, San Francisco, California.

BGM Radio, 2412 Mission Street, San Francisco, California.

Bechler-Schwab, 4614 Mission Street, San Francisco, California.

Burton & Rose, 745 Mission Street, San Francisco, California.

Cherin Furniture Co., 737 Valencia Street, San Francisco, California.

Cristofani & Muzio, 1375 Mission Street, San Francisco, California.

Norman Dvorson & Son, 1008 Mission Street, San Francisco, California.

Ets-Hokin & Galvan, 551 Mission Street, San Francisco, California.

Galli Furniture, 1200 Valencia Street, San Francisco, California.

Goodyear Service Stores, 11th & Mission Streets, San Francisco, California.

Hervey's Television, 2627 Mission Street, San Francisco, California.

Imperial Furniture Co., 1375 Mission Street, San Francisco, California.

Lachman Brothers, 16th & Mission Streets, San Francisco, California.

W. G. Menary, 3125 Mission Street, San Francisco, California.

Pallas Bros. T.V., 5000 Mission Street, San Francisco, California.

Redlick's, 17th & Mission Streets, San Francisco, California.

Saltzman Bros., 719 Mission Street, San Francisco, California.

Sherman-Clay & Co., 2539 Mission Street, San Francisco, California.

Sherry & Guglielmo, 621 Mission Street, San Francisco, California.

Sterling Furniture Co., 1045 Market Street, San Francisco, California.

Super Radio Service, 3719 Mission Street, San Francisco, California.

Carl Wald Co., 268 Mission Street, San Francisco, California.

Wiley Furniture Co., 2098 Market Street, San Francisco, California.

Young Bros., 2301 Mission Street, San Francisco, California.

6. The following retailers in San Francisco are on the books of the General Electric Supply Company as traffic appliance and radio dealers:

A. & B. Electric & Radio, 741 Jackson Street, San Francisco, California.

A-K Radio, 3804 17th Street, San Francisco, California.

A. & M. Merchandising, 1041 Mission Street, San Francisco, California.

Ace Radio Co., 2267 Market Street, San Francisco, California.

H. Acosta's Jewelry, 551 Haight Street, San Francisco, California.

Adam-Hill Co., 244 9th Street, San Francisco, California.

Alexander Furniture, 39 Grove Street, San Francisco, California.

American Appliance & Supply, 1150 Sutter Street, San Francisco, California.

American & Far Eastern Trading, 24 California Street, San Francisco, California.

Apartment Supply Company, 554 Mission Street, San Francisco, California.

Appliance Mart, 448 Larkin Street, San Francisco, California.

Applebaum Sales, 1288 Golden Gate, San Francisco, California.

Arc Electric Co., 4750 Mission Street, San Francisco, California.

Army Air Force Exchange Service, Mr. Clyde Dunham, 563 Market Street, San Francisco, California.

Arteo, 600 Van Ness, San Francisco, California.

Associated Home Furniture, 1370 Mission Street, San Francisco, California.

Atlas Paper, 740 Folsom Street, San Francisco, California.

Atlas Radio & Appliance Co., 3242 22nd Street, San Francisco, California.

Automatic Home Laundry, 60 Clara Street, San Francisco, California.

Axelrad Furniture Co., 1102 Sutter Street, San Francisco, California.

Ayoob Bros., 2600 San Bruno Avenue, San Francisco, California.

Azevedo Bros., 210 Post Street, San Francisco, California.

BGM Radio, 2412 Mission Street, San Francisco, California.

Ben C. Baglion, 319 8th Avenue, San Francisco, California.

Edward Baker Co., 330 Market Street, San Francisco, California.

Balboa Furn. & Appl. Co., 3729 Balboa Street, San Francisco, California.

Barnal Company, 950 Geary Street, San Francisco, California.

Alfred Bass, 585 Market Street, San Francisco, California.

Bay Area Exchange, Mr. S. Karlan, Presidio of San Francisco, San Francisco, California.

Bay View Pharmacy, 6157 Geary Blvd., San Francisco, California.

Paul Bayer, 617 Clement Street, San Francisco, California.

Frank E. Beale Co., 230 Market Street, San Francisco, California.

Bear Photo Service, 330 Grove Street, San Francisco, California.

Bechler & Schwab Furn. Co., 4614 Mission Street, San Francisco, California.

Beier & Gunderson, 77 Battery Street, San Francisco, California.

Bell Electric Co., 599 Castro Street, San Francisco, California.

Monroe J. Belling, 1126 Market Street, San Francisco, California.

Belview Appliance, 5515 Mission Street, San Francisco, California.

L. Benthen Jewelry Co., 2050 Fillmore Street, San Francisco, California.

Best Quality Radio Store, 285 Eddy Street, San Francisco, California.

Better Homes Furniture Co., 2226 Polk Street, San Francisco, California.

Biaggi's Furniture, 855 Mission Street, San Francisco, California.

Biddle Radio & TV Service, 2250 Taraval, San Francisco, California.

Borelli Hdwe. & Sptg. Goods Co., 4537 Mission Street, San Francisco, California.

Bories Radio & TV, 4025 Judah Street, San Francisco, California.

J. M. Boscus Co., 339 Clement Street, San Francisco, California.

Bowerman's Pharmacy, 356 Post Street, San Francisco, California.

Bowerman's Lakeside Pharmacy, Ocean Ave. and Junipera Serra, San Francisco, California.

C. A. Bowman, 2415 Sutter Street, San Francisco, California.

Boxer's Furn. & Appl. Co., 1401 Fillmore Street, San Francisco, California.

Broemmel's Pharmacy, 384 Post Street, San Francisco, California.

Henry Brilliant, Jewelers, 2351 Mission Street, San Francisco, California.

Brown Furniture & Appl., 2275 Market Street, San Francisco, California.

Chas. Brown & Sons, 813 Market Street, San Francisco, California.

Chas. Brown Hotel Supply, 712 Market Street, San Francisco, California.

Bunny Hardware, 2613 Mission Street, San Francisco, California.

Burton & Rose, 745 Mission Street, San Francisco, California.

Al Bush Electric, 1245 Folson Street, San Francisco, California.

Butler Bros., Stonestown, San Francisco, California.

Byington Electric Co., 1809 Fillmore Street, San Francisco, California.

California Furnishers, 2949 Balboa, San Francisco, California.

California Home Furnishings, 1694 Union, San Francisco, California.

Calleja Furniture, 1667 Revere Avenue, San Francisco, California.

J. R. Calloway & Co., 312 Mason Street, San Francisco, California.

Camera Center, 1080 Market Street, San Francisco, California.

Carlotta's Toy Shop, 17 West Portal Avenue, San Francisco, California.

A. Cavalli & Co., 1441 Stockton Street, San Francisco, California.

Central Appliance, 2967 Mission Street, San Francisco, California.

M. L. Chaban, 50 Main Street, San Francisco, California.

Cherin Furniture Co., 737 Valencia Street, San Francisco, California.

Christian of Copenhagen, Inc., 225 Post Street, San Francisco, California.

Christophe's, 2388 Mission Street, San Francisco, California.

Church Purchasing & Service Agcy., 417 Market Street, San Francisco, California.

Cincotti Bros., 169 Jefferson Street, San Francisco, California.

Circle TV & Radio, Mr. Sam J. Bruno, 802 Greenwich Street, San Francisco, California.

City of Paris, Geary & Stockton Streets, San Francisco, California.

Clarks Furniture, 1625 Mission Street, San Francisco, California.

W. Wayne Clark, Inc., 593 Market Street, San Francisco, California.

J. & L. Cleary, 3215 Mission Street, San Francisco, California.

Cliff's Variety, 515 Castro Street, San Francisco, California.

Colberg Supplies, Attn.: Mr. H. Epstein, Sales Mgr., 777 Golden Gate Avenue, San Francisco, California.

Cole Street Hardware Co., 944 Cole Street, San Francisco, California.

Columbia Music & Electronic Co., 1080 Market Street, San Francisco, California.

Columbus Furniture Co., 950 Columbus Avenue, San Francisco, California.

Commercial Trading Co., 24 California Street, San Francisco, California.

Ted Cooper's Hardware, 5221 Geary Blvd., San Francisco, California.

Coronet Sales, 390 Eddy Street, San Francisco, California.

Cowan Associates, 241 Clay Street, San Francisco, California.

Cristofani & Muzio, 1375 Mission Street, San Francisco, California.

Crocker-Johnson, 733 Harrison Street, San Francisco, California.

Custom Kitchens, 165 O'Farrell Street, San Francisco, California.

Dale Company, 614 Jackson Street, San Francisco, California.

Dalziel Plumbing Supplies, 2741 16th Street, San Francisco, California.

Dario Furniture Co., 2660 San Bruno Avenue, San Francisco, California.

Dart Appliance Stores, 1318 Polk Street, San Francisco, California.

Dave's Radio & Appliance, 1720 Polk Street, San Francisco, California.

Davis Furniture, 981 Mission Street, San Francisco, California.

Davis & Myers, 1499 Franklin Street, San Francisco, California.

B. P. Deoylet & Sons, 1660 Pine Street, San Francisco, California.

Designs Oriental, 1251 Pacific, San Francisco, California.

The Diamond Palace, 797 Market Street, San Francisco, California.

Dimmer Hardware Co., 1715 Polk Street, San Francisco, California.

J. L. Dirickx, 149 California Street, San Francisco, California.

Dohrmann's, 281 Geary Street, San Francisco, California.

Jack Dougal's Jewelry, 2460 Mission Street, San Francisco, California.

Dowd-Seid Electric, 2118 Mission Street, San Francisco, California.

Doyle Furniture Co., 821 Mission Street, San Francisco, California.

Duart Mfg. Ltd., 984 Folsom Street, San Francisco, California.

Dulfer's, 103 West Portal Avenue, San Francisco, California.

Dunham & Smith Agencies, Inc., 25 California Street, San Francisco, California.

Dunnigan Furniture Co., 947 Columbus, San Francisco, California.

Norman Dvorson & Son, 1008 Mission Street, San Francisco, California.

East Asiatic Co., 465 California Street, San Francisco, California.

Easterday Supply Co., Fell & Gough Streets, San Francisco, California.

Electrical Appliance Service, 1434 Howard Street, San Francisco, California.

Electrolux Corporation, 417 Montgomery Street, San Francisco, California.

Embassy Jewelers, Inc., 126 Post Street, San Francisco, California.

The Emporium, 835 Market Street, San Francisco, California.

Ennis Furniture Co., 4134 Judah Street, San Francisco, California.

Ernie's, 336 4th Street, San Francisco, California.

Ernie Gatto Radio & TV, 5158 3rd Street, San Francisco, California.

Esda Sales & Service, 703 Market Street, San Francisco, California.

Ets-Hokin & Galvan, 551 Mission Street, San Francisco, California.

Evans Radio & TV Service, 1287 Fulton Street, San Francisco, California.

Excelsior Camera Shop, 4661 Mission Street, San Francisco, California.

F. & R. Enterprises, 968 Valencia Street, San Francisco, California.

Family Furniture, 1943 Mission Street, San Francisco, California.

Fashion Furniture, 2100 Taraval, San Francisco, California.

Fedeli Electric Co., 1766 Mission Street, San Francisco, California.

Federal Store, c/o The Majestic, 916 Howard Street, San Francisco, California.

Federal Stores, 725 Market Street, San Francisco, California.

Fenech Furniture Co., 2636 San Bruno Avenue, San Francisco, California.

Ferrera Bros. Hardware, 4540 Mission Street, San Francisco, California.

Ferrera Variety & Hdwe. Store, 4653 Mission Street, San Francisco, California.

Fidelity Trading Co., 150 California Street, San Francisco, California.

Figone Furniture Co., 1652 Stockton Street, San Francisco, California.

Fillmore Camera Shop, 1229 Fillmore Street, San Francisco, California.

Fine Furniture, 2226 Fillmore Street, San Francisco, California.

Bud Fiske Co., 1619 Pine Street, San Francisco, California.

Forest Hill Pharmacy, 400 Dewey Blvd., San Francisco, California.

Frank's Jewelers, 1079 Market Street, San Francisco, California.

Fredericksen Hardware, 3029 Fillmore Street, San Francisco, California.

Freedman's Radio, 280 Golden Gate, San Francisco, California.

J. E. French Co., 1849 Van Ness Avenue, San Francisco, California.

E. Friedlander, 3747 Sacramento Street, San Francisco, California.

Friendly Furniture, 547 Clement, San Francisco, California.

The Gale Company, 3407 California Street, San Francisco, California.

Galli Furniture, 1200 Valencia Street, San Francisco, California.

M. B. Gardner, 199 Geary Street, San Francisco, California.

Geary Radio & Appliance, 5629 Geary Blvd., San Francisco, California.

General Appliance Company, 369 Fell Street, San Francisco, California.

General Export, 74 Sacramento Street, San Francisco, California.

General Refrigerator Sales Co., 353 Sutter Street, San Francisco, California.

General Sales Corp., 745 Bryant Street, San Francisco, California.

Gernhardt-Strohmaier Company, 2205 Mission Street, San Francisco, California.

E. A. Giacobbi Co., 133 Geary Street, San Francisco, California.

Gilbert Electric, 465 O'Farrell Street, San Francisco, California.

Ginn Wall Co., 1016 Grant Avenue, San Francisco, California.

Mario Giovanzana, 701 Union Street, San Francisco, California.

Glen Five & Ten, 3914 Judah Street, San Francisco, California.

Golden Gate TV & Appl. Co., 701 Golden Gate Avenue, San Francisco, California.

Golden Star Radio, 846 Clay Street, San Francisco, California.

Golden State Company, Ltd., 425 Battery Street, San Francisco, California.

Goodyear Service Stores, 11th & Mission Streets, San Francisco, California.

Charles Gottfried Co., 619 Mission Street, San Francisco, California.

Granat Bros., 2390 Mission Street, San Francisco, California.

Granville's, Geary & Kearny Streets, San Francisco, California.

Granville's-Fillmore, Inc., 1642 Fillmore Street, San Francisco, California.

Granz & Ermann, 489 Haight Street, San Francisco, California.

Wm. P. Gross, 4640 Geary Blvd., San Francisco, California.

Gumps, 250 Post Street, San Francisco, California.

Hale's Dept. Store, Radio & Appliance Store, 753 Market Street, San Francisco, California.

Hale's TV & Appliance Store, 2565 Mission Street, San Francisco, California.

Hale's TV & Appliance Store, 867 Market Street, San Francisco, California.

Haluk Lighting & Mfg., 30 Elmira Street, San Francisco, California.

Hamburger Siegfried Co., 111 New Montgomery Street, San Francisco, California.

Harmony Radio & Electric, 661 Clement Street, San Francisco, California.

Hartman Jewelry Company, 126 Post Street, San Francisco, California.

Heines Hardware, 3614 Balboa Street, San Francisco, California.

Henshaw Home Appliances, 433 Turk Street, San Francisco, California.

Hersh's Dept. Store, 1155 Market Street, San Francisco, California.

Hervey's Television, 2627 Mission Street, San Francisco, California.

The Hobby Center, 5748 Geary Blvd., San Francisco, California.

Florence Huber, Interiors, 2095 Union Street, San Francisco, California.

Hockwald Chemical Co., 135 Mississippi Street, San Francisco, California.

Hughes & Byrd, 185 Post Street, San Francisco, California.

Hundert Appliance Co., 1058 Folsom Street, San Francisco, California.

Home Appliance, 816 Irving Street, San Francisco, California.

Home Furniture Co., 3201 Mission Street, San Francisco, California.

Honnami Taieido, 1709 Buchanan Street, San Francisco, California.

House of Furniture, 2000 Union Street, San Francisco, California.

House of Karlson, 130-10th Street, San Francisco, California.

Household Appl. & Furn. Center, 843 Montgomery Street, San Francisco, California.

Imperial Furniture Co., 1375 Mission Street, San Francisco, California.

Inglewood Store, 2379 Ocean Avenue, San Francisco, California.

G. B. Jackson, 20th Avenue & Irving Street, San Francisco, California.

L. R. Jackson, 852 Clement Street, San Francisco, California.

Jamke Radio Sales, 324 Cortland Avenue, San Francisco, California.

The Jays, 801 Arguello Blvd., San Francisco, California.

Jeffress Hdwe. & Paint Co., 2351 Market Street, San Francisco, California.

Jenkel Jewelers, 126 Post Street, San Francisco, California.

Al John Furniture & Appl., 1313 Mason Street, San Francisco, California.

Jordon International Co., 444 Market Street, San Francisco, California.

N. P. Kafaury, c/o Bookbinder Bros. Appl Div., 1420 Irving Street, San Francisco, California.

Kahn & Keville, Turk & Larkin Streets, San Francisco, California.

Kay Furniture Co., 1516 Fillmore Street, San Francisco, California.

Kay Jewelry Co., 2548 Mission Street, San Francisco, California.

R. P. Kearns Co., 165 Post Street, San Francisco, California.

H. Clayton Keller Furniture Co., 2877 California Street, San Francisco, California.

Kenney Bros. Radio, 408 Market Street, San Francisco, California.

Keystone Products Co., 153 Kearny Street, San Francisco, California.

Kindall & Graham, 782 Mission Street, San Francisco, California.

Jim Kock Home Furnishings, 2071 Mission St., San Francisco, California.

Komor's, 3315 Irving Street, San Francisco, California.

Paul Koss Supply Co., 900 Folsom Street, San Francisco, California.

Knapp Radio & Appliance, 1033 Irving Street, San Francisco, California.

S. H. Kress & Co., 939 Market Street, Hdwe. Div., San Francisco, California.

S. H. Kress & Co., 2712 Mission Street, Store 873, San Francisco, California.

Lachman Brothers, 16th & Mission Streets, San Francisco, California.

Lam Electrical Repairs, 803 Broadway, San Francisco, California.

Lambert Furniture Co., 4037 Balboa Street, San Francisco, California.

Alvin Lang Co., 126 Post Street, San Francisco, California.

La Scala Radio, 1436 California Street, San Francisco, California.

The Lee Company, 900 Battery Street, San Francisco, California.

Lee Furniture Co., 2838 Mission Street, San Francisco, California.

Lenore Linen, 316 Post Street, San Francisco, California.

Marcus Lesoine, 1625 Bush Street, San Francisco, California.

Lesser's, 54 Belden Street, San Francisco, California.

R. Levitin Furn. & Appliance, 1014 Clement Street, San Francisco, California.

Lewis Inc., 133 Kearny Street, San Francisco, California.

Lindeburg & Co., 175 Ellis Street, San Francisco, California.

Little City Houseware, 1341 Stockton Street, San Francisco, California.

Little Food Shop, 535 Scott Street, San Francisco, California.

J. M. Long, c/o Crystal Palace Market, 1175 Market Street, San Francisco, California.

Lynch Electric, 937 McAllister Street, San Francisco, California.

Lyon Agency, 293 - 8th Street, San Francisco, California.

M & S Cigar Store, 220 Bush Street, San Francisco, California.

Mac's Radio & TV, 915 Cole Street, San Francisco, California.

Macy's-San Francisco, Stockton & O'Farrell Streets, San Francisco, California.

Mahoney Electric, 1375 Valencia Street, San Francisco, California.

Majestic Store, 2474 Mission Street, San Francisco, California.

Malita Furniture, 2660 San Bruno Avenue, San Francisco, California.

C. A. Malm & Co., 230 Post Street, San Francisco, California.

Manor Hardware Co., 2601 Ocean Avenue, San Francisco, California.

Marina Stove & Furniture Co., 2419 Lombard Street, San Francisco, California.

Marine Corps Area Exchange, 100 Harrison Street, San Francisco, California.

Market Hardware, 147 Jackson Street, San Francisco, California.

Market Radio, 1240 Market Street, c/o Sound Dept., San Francisco, California.

Marsh Hdwe. & Variety Store, 498 Taraval Street, San Francisco, California.

Marshall's West Portal Pharmacy, 186 West Portal, San Francisco, California.

Walter Mayer Refrigeration Supply, 1397 Valencia Street, San Francisco, California.

McLab Company, 11 Lakeshore Plaza, San Francisco, California.

McKesson-Robbins, 50 First Street, San Francisco, California.

McRosky-Airflex Mattress, 1687 Market Street, San Francisco, California.

McWilliams Radio & TV Service, 3040 Taraval Street, San Francisco, California.

Mee Shing Radio Co., 1051 Grant Avenue, San Francisco, California.

W. G. Menary, 3125 Mission Street, San Francisco, California.

Merrills Drug Center, 805 Market Street, San Francisco, California.

Merrill's Drug Store, 1091 Market Street, San Francisco, California.

Meyers Self Serv. Stores, 4049 - 24th Street, San Francisco, California.

Midtown Furniture Co., 1330 Polk, San Francisco, California.

Military Sea Transport Service Welfare & Recreation Fund., Pac. Area, Whse. C., Bldg. 314, Fort Mason, San Francisco. Mr. D. W. Blossom, Cmdr. E. B. Terrio.

H. R. Miller & Co., 3028 San Bruno Avenue, San Francisco, California.

J. V. Moan Commissary Co., 45 Hubbell, San Francisco, California.

Modern Appliance Company, 2311 Market Street, San Francisco, California.

Modern House, 3265 - 16th Street, San Francisco, California.

Modern Radio Co., 1475 Haight Street, San Francisco, California.

Model Radio & Electric Shop, 220 Taraval Street, San Francisco, California.

Modern TV & Appliance Co., 2114 Fillmore Street, San Francisco, California.

Mohr Radio, 2298 Fillmore Street, San Francisco, California.

Molkenbuhr Bros., 23 Grant Avenue, San Francisco, California.

Morgan & Barclay Company, 531 Mission Street, San Francisco, California.

Peter Mork Jewelry, 225 West Portal Avenue, San Francisco, California.

Mark Morris Tire Co., 999 Geary Street, San Francisco, California.

Moulin Studio, 181 Second Street, San Francisco, California.

Mowwo & Dere Co., 853 Grant Avenue, San Francisco, California.

Murphy's Radio, 1508 Polk Street, San Francisco, California.

Mutschler Kitchens, 635 Texas Street, San Francisco, California.

Myron's Jewelers, 905 Stockton Street, San Francisco, California.

The National Dollar Stores, 929 Market Street, San Francisco, California.

National Theater Supply, 255 Golden Gate Avenue, San Francisco, California.

Nelson's, 1181 Market Street, c/o Crystal Palace Market, San Francisco, California.

Neon Pharmacy, 2901 Van Ness Avenue, San Francisco, California.

Geo. V. Nichols, 2647 - 24th Street, San Francisco, California.

Niderost & Taber, 126 Post Street, San Francisco, California.

Niederholzer Jewelers, 133 Geary Street, San Francisco, California.

Nob Hill Market, 1001 Powell Street, San Francisco, California.

Nob Hill Sales & Service, 1148 Taylor Street, San Francisco, California.

Noriega Furniture Co., 2326 Taraval Street, San Francisco, California.

Noriega Hdwe. & Appl., 2526 Noriega Street, San Francisco, California.

Norman's Kingdom of Toys, 645 Clement Street, San Francisco, California.

The Normlee Company, 576 Sacramento Street, San Francisco, California.

Norton's Radio & TV, 337 Holloway Avenue, San Francisco, California.

Oceanic Trading Co., 596 Clay Street, San Francisco, California.

Offenbach & Reimus Co., 1564 Market Street, San Francisco, California.

John A. Ofsenek, c/o H. S. Crocker Co., 260 Montgomery Street, San Francisco, California.

Olson Jewelers, 2471 Mission Street, San Francisco, California.

Olympic Supply Co., 76 Jackson Street, San Francisco, California.

On & On Drug, 919 Grant Avenue, San Francisco, California.

Opp's Radio & TV Co., 3739 Balboa, San Francisco, California.

Overseas Service Corp., 444 Market Street, San Francisco, California.

Owl Drug Store No. 5038, Mason & Market Streets, San Francisco, California.

Pacific Appliance Co., 2767 Mission Street, San Francisco, California.

Pacific Coast Stores, 167 Hilltop Road, San Francisco, California.

Pacific Hardware, 520 Haight Street, San Francisco, California.

Pacific Radio-Television Co., 2260 Mission Street, San Francisco, California.

Pallas Bros. TV, 5000 Mission Street, San Francisco, California.

Paragon Pharmacy, 398 Ellis Street, San Francisco, California.

Park Electric Co., 1535 Haight Street, San Francisco, California.

Park-Presidio Radio, 431 Clement Street, San Francisco, California.

Neel D. Parker, 1431 Van Ness Avenue, San Francisco, California.

Paul & Ford, 112 Market Street, San Francisco, California.

Peerless Radio Co., 3721 Geary Blvd., San Francisco, California.

J. C. Penney Co., 5th & Market Streets, San Francisco, California.

Phillipine Service Co., 85 - 5th Street, San Francisco, California.

Photo & Sound, 116 Natoma Street, San Francisco, California.

F. K. Pinney, Inc., 636 Clay Street, San Francisco, California.

Pioneer Radio & Electric, 1707 Buchanan Street, San Francisco, California.

Pioneer Woolen Mill, 7 Front Street, San Francisco, California.

Portigol's, 1000 Clement Street, San Francisco, California.

Powell Market, 660 Powell Street, San Francisco, California.

Progress Homewares, 724 Irving Street, San Francisco, California.

Prompt Radio & TV Co., 31 Lakeshore Plaza, San Francisco, California.

Purcell Bros., 1300 Polk Street, San Francisco, California.

Pyramid Sound Laboratories, 1201 Sutter Street, San Francisco, California.

Ralph's Appliance & Furn., 1570 California Street, San Francisco, California.

A. Ratto, 561 Columbus Avenue, San Francisco, California.

Ratto Hardware, 2132 Chestnut Street, San Francisco, California.

Record Hardware Co., 659 Columbus Avenue, San Francisco, California.

Redlick's, 17th & Mission Streets, San Francisco, California.

Reflex Furniture & Appl., 1695 Market Street, San Francisco, California.

Refrigerating & Power Spec. Co., 380 Brannan Street, San Francisco, California.

Regal Jewelers, 619 Irving Street, San Francisco, California.

Reinert & Riley, 1883 Fillmore Street, San Francisco, California.

K. C. Richards Co., 1734 Lombard Street, San Francisco, California.

Richmond Furniture Co., 933 Clement Street, San Francisco, California.

Richmond Radio, 6140 Geary Blvd., San Francisco, California.

Rite Spot Market, 1025 Taraval Street, San Francisco, California.

Robert's Hardware, 1687 Haight Street, San Francisco, California.

Rocklin's, 807 Market Street, San Francisco, California.

Barry W. Rogers Co., Inc., 121 Market Street, San Francisco, California.

Romeo Furniture Co., 1300 Grant Avenue, San Francisco, California.

Ronnie's Camera Shop, 115 West Portal, San Francisco, California.

Stanley Rosenthal, 283 Ellis Street, San Francisco, California.

George Anthony Ross, 1375 Mission Street, San Francisco, California.

Rossi Drug Co., 1600 Stockton Street, San Francisco, California.

Royal Supply Co., 425 Hayes Street, San Francisco, California.

Russ Bldg. Jewelers, 235 Montgomery Street, San Francisco, California.

S & M Radio, 1575 Fulton Street, San Francisco, California.

Safeway Stores, 2020 Market Street, San Francisco, California.

Sage, Inc., 1583 Howard Street, San Francisco, California.

Sales Associates, 780 Harrison Street, San Francisco, California.

Saltzman Bros., 719 Mission Street, San Francisco, California.

Sampson & Masters, 209 Post Street, San Francisco, California.

Albert S. Samuels Co., Jewelers, 856 Market Street, San Francisco, California.

Lewis Samuels & Co., 520 McAllister Street, San Francisco, California.

San Francisco Elec. & Hdwe., 1006 Fillmore Street, San Francisco, California.

San Francisco Furniture Co., 839 Mission Street, San Francisco, California.

San Francisco Radio, 1284 Market Street, San Francisco, California.

Santa Maria Market, 399 Evergreen Avenue, San Francisco, California.

Santos & Co., 515 Market Street, San Francisco, California.

Saul's Radio & TV, 1193 McAllister Street, San Francisco, California.

Schilling Hardware, 806 Irving Street, San Francisco, California.

Schwabacher-Frey Co., 735 Market Street, San Francisco, California.

Seaborne Trading Company, 21 Columbus Street, San Francisco, California.

Seaport Market, 2650 Clement Street, San Francisco, California.

Segale & Demartini, 454 Columbus Avenue, San Francisco, California.

Seiki Bros., 1640 Post Street, San Francisco, California.

Sewing Machine Exchange, 1131 Mission Street, San Francisco, California.

Shaff's Furniture Co., 2868 Mission Street, San Francisco, California.

Shasta Hardware & Supply Co., 50-9th Street, San Francisco, California.

B. F. Shearer Co. of California, 243 Golden Gate Avenue, San Francisco, California.

Sherman-Clay & Co., Sutter & Kearny Streets, San Francisco, California.

Sherman-Clay & Co., 2539 Mission Street, San Francisco, California.

Sherry & Co., 5131-3rd Street, San Francisco, California.

Sherry & Guglielmo, 621 Mission Street, San Francisco, California.

Shirar Young, 1450 Van Ness Avenue, San Francisco, California.

Jim Shum Supply Co., 545 Kearny Street, San Francisco, California.

Sincere TV, 1378 Pacific, San Francisco, California.

Skinner, Hirsch & Kaye, 239 Grant Avenue, San Francisco, California.

W. & J. Sloane, 224 Sutter Street, San Francisco, California.

George Smith Surgical Co., 3250 Geary Street, San Francisco, California.

Sohl's, 1615 Haight Street, San Francisco, California.

Soko Hardware, 1698 Post Street, San Francisco, California.

Specialized Service, 149 Turk Street, San Francisco, California.

Standard Furniture, 3124-24th Street, San Francisco, California.

Standard Maintenance, 6245 Geary Blvd., San Francisco, California.

Stanley's Hardware & Paint Co., 2469 San Bruno Avenue, San Francisco, California.

Stanley's Radio & Telev. Service, 3043 - 16th Street, San Francisco, California.

Star Pharmacy, 18th & Castro Streets, San Francisco, California.

Starlite Radio, 2477 Sacramento Street, San Francisco, California.

State Furniture Co., 879 Mission Street, San Francisco, California.

State Radio & Music Co., 2796 Mission Street, San Francisco, California.

E. Stein & Co., 1375 Mission Street, San Francisco, California.

Steinberg Electric, 1344 Fillmore Street, San Francisco, California.

Sterling Furniture Co., 1045 Market Street, San Francisco, California.

Stiavelli Jewelers, 210 Post Street, San Francisco, California.

Stockton Furniture Co., 1210 Stockton Street, San Francisco, California.

The Strand Service, 2000 - 3rd Street, San Francisco, California.

Styles Furniture, 850 Divisadero, San Francisco, California.

Sylvan Moise, 2045 Lawton Street, San Francisco, California.

Sugarman Appliance Service, 21 Cragmont Avenue, San Francisco, California.

E. Sugarman, 3624 Geary Blvd., San Francisco, California.

Sugarman Bros., 107 Front Street, San Francisco, California.

Sunset Hardware, Mr. Lou Storak, 750 Irving Street, San Francisco, California.

Super Radio Service, 3719 Mission Street, San Francisco, California.

Superior Plbg. & Hdwe. Co., 3326 Sacramento Street, San Francisco, California.

T. J. Furniture, 701 Schrader Street, San Francisco, California.

Tedwill Home Furn., 115 Clearfield Drive, San Francisco, California.

Television & Radio Supply, 1321 Mission Street, San Francisco, California.

Television of San Francisco, 659 Geary Street, San Francisco, California.

Tiedeman's, 3471 Mission Street, San Francisco, California.

Ed Tigges Jewelry, 5847 Geary Blvd., San Francisco, California.

The Time Shop, 1661 Fillmore Street, San Francisco, California.

Ti Sun Co., 1123 Grant Avenue, San Francisco, California.

Tom's Radio Store, 664 Broadway, San Francisco, California.

Transvision of California, 3471 California Street, San Francisco, California.

M. A. Tufo Jewelry Co., 133 Geary Street, San Francisco, California.

Tuggey West-Portal Hardware, 66 West Portal, San Francisco, California.

N. T. Turner, 704 Market Street, San Francisco, California.

Underwood Hardware Co., 538 Castro Street, San Francisco, California.

Union Furniture Store, 2075 Mission Street, San Francisco, California.

Union Hardware, 2154 Union Street, San Francisco, California.

United California Theaters, 172 Golden Gate Avenue, San Francisco, California.

United Purchasing Agency, 386 Geary Street, San Francisco, California.

United TV & Service, 2838-24th Street, San Francisco, California.

Universal Merchandise, 1134 Mission Street, San Francisco, California.

Valencia Appliance Repair, 581 Valencia Street, San Francisco, California.

Vanoni Radio, 3452 Mission Street, San Francisco, California.

Van Zee's, 2244 Chestnut Street, San Francisco, California.

Variety Service Shop, 830 Taraval Street, San Francisco, California.

Verna Ramey, 1375 Mission Street, San Francisco, California.

Vertex Electric Co., 4334-36 Geary Blvd., San Francisco, California.

Carl Wald Co., 268 Mission Street, San Francisco, California.

Walgreen Drug Co., 981 Market Street, San Francisco, California.

Walgreen Drug Co., 135 Powell Street, San Francisco, California.

Walgreen's, 245 Winston Drive, San Francisco, California.

Wally's TV & Appl., 2345 Mission Street, San Francisco, California.

Walton & O'Day, 1657 Market Street, San Francisco, California.

Washing Machine Parts Co., Inc., 45 Rhode Island Street, San Francisco, California.

Washington Appliance Co., 2998 Washington Street, San Francisco, California.

Waxman Pharmacy, 2101 Fillmore Street, San Francisco, California.

Weinstein & Co., 1041 Market Street, San Francisco, California.

Wenzel & Co., 255 California Street, San Francisco, California.

West Portal Radio & Record Shop, 78 West Portal Avenue, San Francisco, California.

Western Contract Furnishers, 1345 Mission St., San Francisco, California.

Western Hardware & Tool Co., 122 - 10th Street, San Francisco, California.

Western Surgical Supply, 544 Mission Street, San Francisco, California.

The White House, Mr. F. Wood, Sutter & Grant Avenue, San Francisco, California.

Wiley Furniture Co., 2098 Market Street, San Francisco, California.

Walter Wiley, 691 Market Street, San Francisco, California.

Winkel's Baby Shop, 1227 Taraval Street, San Francisco, California.

Chas. H. Wright, c/o J. C. Penney Co., 5th & Market Streets, San Francisco, California.

World Distributors, Inc., 760 Market Street, San Francisco, California.

World Wide Trading, 210 California Street, San Francisco, California.

Wyckoff & Associates, 140 Geary Street, San Francisco, California.

Yick & Co., 1241 Stockton Street, San Francisco, California.

Frank Yick & Co., 772 Pacific Avenue, San Francisco, California.

Mike Yob's Appliance, 1465 Haight Street, San Francisco, California.

Young Bros., 2301 Mission Street, San Francisco, California.

Henry M. Zais, 849 Mission Street, San Francisco, California.

Zemansky & Fass, c/o The White House, Sutter & Grant Avenue, San Francisco, California.

Zukor's, 885 Market Street, San Francisco, California.

7. The following retailers in the Mission District of the City of San Francisco are on the books of the General Electric Supply Company as traffic appliance and radio dealers:

A-K Radio, 3804 - 17th Street, San Francisco, California.

A&M Merchandising, 1041 Mission Street, San Francisco, California.

Apartment Supply Company, 554 Mission Street, San Francisco, California.

Arc Electric Co., 4750 Mission Street, San Francisco, California.

Associated Home Furniture, 1370 Mission Street, San Francisco, California.

Atlas Radio & Appliance Co., 3242 - 22nd Street, San Francisco, California.

B G M Radio, 2412 Mission Street, San Francisco, California.

Bechler & Schwab Furn. Co., 4614 Mission Street, San Francisco, California.

Bell Electric Co., 599 Castro Street, San Francisco, California.

Belview Appliance, 5515 Mission Street, San Francisco, California.

Bordelli Hdwe. & Sptg. Gds. Co., 4537 Mission Street, San Francisco, California.

Henry Brilliant, Jewelers, 2351 Mission Street, San Francisco, California.

Bunney Hardware, 2613 Mission Street, San Francisco, California.

Burton & Rose, 745 Mission Street, San Francisco, California.

Calleja Furniture, 1667 Revere Avenue, San Francisco, California.

Central Appliance, 2967 Mission Street, San Francisco, California.

Cherin Furniture Co., 737 Valencia Street, San Francisco, California.

Christophe's, 2388 Mission Street, San Francisco, California.

Clark's Furniture, 1625 Mission Street, San Francisco, California.

J & L Cleary, 3215 Mission Street, San Francisco, California.

Christofani & Muzio, 1375 Mission Street, San Francisco, California.

Dalziel Plumbing Supplies, 2741-16th Street, San Francisco, California.

Davis Furniture, 981 Mission Street, San Francisco, California.

Jack Dougal's Jewelry, 2460 Mission Street, San Francisco, California.

Dowd-Seid Electric, 2118 Mission Street, San Francisco, California.

Doyle Furniture Co., 821 Mission Street, San Francisco, California.

Duart Mfg. Ltd., 984 Folsom Street, San Francisco, California.

Norman Dvorson & Son, 1008 Mission Street, San Francisco, California.

Electrical Appliance Service, 1434 Howard Street, San Francisco, California.

Ets-Hokin & Galvan, 551 Mission Street, San Francisco, California.

Excelsior Camera Shop, 4661 Mission Street, San Francisco, California.

F & R Enterprises, 968 Valencia Street, San Francisco, California.

Family Furniture, 1943 Mission Street, San Francisco, California.

Fedeli Electric Co., 1766 Mission Street, San Francisco, California.

Ferrera Bros. Hardware, 4540 Mission Street, San Francisco, California.

Ferrera Variety & Hdwe. Store, 4653 Mission Street, San Francisco, California.

Galli Furniture, 1200 Valencia Street, San Francisco, California.

Gernhardt - Strohmaier Company, 2205 Mission Street, San Francisco, California.

Goodyear Service Stores, 11th & Mission Streets, San Francisco, California.

Charles Gottfried Co., 619 Mission Street, San Francisco, California.

Granat Bros., 2390 Mission Street, San Francisco, California.

Hale's TV & Appliance Store, 2565 Mission Street, San Francisco, California.

Hervey's Television, 2627 Mission Street, San Francisco, California.

Home Furniture Co., 3201 Mission Street, San Francisco, California.

Imperial Furniture Co., 1375 Mission Street, San Francisco, California.

Kay Jewelry Co., 2548 Mission Street, San Francisco, California.

Kindell & Graham, 782 Mission Street, San Francisco, California.

Jim Kock Home Furnishings, 2071 Mission Street, San Francisco, California.

S. H. Kress & Co., 2712 Mission Street, Store 873, San Francisco, California.

Lachman Brothers, 16th & Mission Streets, San Francisco, California.

Lee Furniture Co., 2838 Mission Street, San Francisco, California.

Mahoney Electric, 1375 Valencia Street, San Francisco, California.

Majestic Store, 2474 Mission Street, San Francisco, California.

Walter Mayer Refrigeration Supply, 1397 Valencia Street, San Francisco, California.

W. G. Menary, 3125 Mission Street, San Francisco, California.

Meyers Self Serv. Stores, 4049 - 24th Street, San Francisco, California.

Modern House, 3265 - 16th Street, San Francisco, California.

Geo. V. Nichols, 2647 - 24th Street, San Francisco, California.

Olson Jewelers, 2471 Mission Street, San Francisco, California.

Pacific Appliance Co., 2767 Mission Street, San Francisco, California.

Pacific Radio-Television Co., 2260 Mission Street, San Francisco, California.

Pallas Bros. TV, 5000 Mission Street, San Francisco, California.

Pyramid Sound Laboratories, 1201 Sutter Street, San Francisco, California.

Redlick's, 17th & Mission Street, San Francisco, California.

George Anthony Ross, 1375 Mission Street, San Francisco, California.

Sage, Inc., 1583 Howard Street, San Francisco, California.

Sales Associates, 780 Harrison Street, San Francisco, California.

Saltzman Bros., 719 Mission Street, San Francisco, California.

San Francisco Furniture Co., 839 Mission Street, San Francisco, California.

Sewing Machine Exchange, 1131 Mission Street, San Francisco, California.

Shaff's Furniture Co., 2868 Mission Street, San Francisco, California.

Sherman-Clay & Co., 2539 Mission Street, San Francisco, California.

Sherry & Guglielmo, 621 Mission Street, San Francisco, California.

Standard Furniture, 3124-24th Street, San Francisco, California.

Stanley's Radio & Tele. Service, 3043-16th Street, San Francisco, California.

State Furniture Co., 879 Mission Street, San Francisco, California.

State Radio & Music Co., 2796 Mission Street, San Francisco, California.

E. Stein & Co., 1375 Mission Street, San Francisco, California.

Super Radio Service, 3719 Mission Street, San Francisco, California.

Television & Radio Supply, 1321 Mission Street, San Francisco, California.

Tiedeman's, 3471 Mission Street, San Francisco, California.

Union Furniture Store, 2075 Mission Street, San Francisco, California.

United TV & Service, 2838 - 24th Street, San Francisco, California.

Universal Merchandise, 1134 Mission Street, San Francisco, California.

Valencia Appliance Repair, 581 Valencia Street, San Francisco, California.

Vanoni Radio, 3452 Mission Street, San Francisco, California.

Verna Ramey, 1375 Mission Street, San Francisco, California.

Carl Wald Co., 268 Mission Street, San Francisco, California.

Wally's TV & Appl., 2345 Mission Street, San Francisco, California.

Western Contract Furnishers, 1345 Mission Street, San Francisco, California.

Western Hardware & Tool Co., 122 - 10th Street, San Francisco, California.

Western Surgical Supply, 544 Mission Street, San Francisco, California.

Young Bros., 2301 Mission Street, San Francisco, California.

Henry M. Zais, 849 Mission Street, San Francisco, California.

While there may be variations as to individual dealers in the various categories above set forth since the filing of the complaint herein such variations would not be significant. The above list fairly

represents the dealers in the respective categories at the time of the filing of the complaint herein and at all times mentioned in the complaint.

/s/ J. A. McGEE

Subscribed and sworn to before me this 22nd day of June, 1956.

[Seal] /s/ JEANNE E. ALLSHOUSE,
Notary Public in and for the City and County of San Francisco, State of California. My Commission Expires February 19, 1957.

[Title of District Court and Cause.]

AFFIDAVIT OF DORE SCHWAB, JR., IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT

State of California
City and County of San Francisco—ss.

Dore Schwab, Jr., being first duly sworn, deposes and says:

I am now, and was at all times herein mentioned, general manager of defendant Olympic Television of Northern California, Inc.

Olympic Television of Northern California is, and at all times since August, 1955, has been, the distributor in the City and County of San Francisco, State of California, of radio and television sets manufactured by defendant Olympic Radio & Television, Inc., and is, and at all times since August, 1955, has been engaged in selling said radio

and television sets to retailers located in San Francisco for resale by them to the public. I have personal knowledge of the persons, firms and corporations who are selling, or have at any time herein mentioned sold, said radio and television sets at retail in San Francisco.

On February 23, 1956, there were, and there now are, 33 retail stores located in San Francisco selling radio and television sets manufactured by the defendant Olympic Radio and Television, Inc. On February 23, 1956, there were, and there now are, 12 retail stores located in the Mission District of San Francisco selling radio and television sets manufactured by the defendant Olympic Radio and Television, Inc., to-wit:

Name of Store and Address—
Klor's Inc., 2581 Mission Street
A. K. Radio, 3870 - 17th Street
BGM Radio & Television Co., 2412 Mission St.
Bond Home Furniture, 2224 Mission Street
Eureka Radio & TV Lab., 4119 - 18th Street
Hale's Appliance Stores, 2565 Mission Street
Mission Radio & Gun Repair Co., 3361 Mission Street
Modern House, 3265 - 16th Street
Thomsens, 5451 Mission Street
Tiedeman Appliance, 3471 Mission Street
Wally's Television, 2345 Mission Street
Young Bros. TV, 19th and Mission Streets

Affiant is informed and believes and upon such information and belief alleges that during the period covered by the complaint in this action defend-

ant Olympic Radio and Television, Inc., did not sell radio and/or television sets manufactured by it to the plaintiff.

/s/ DORE SCHWAB, JR.

Subscribed and sworn to before me this 10th day of July, 1956.

[Seal] GLADYS C. OKERSTROM,
Notary Public in and for the City and County of San Francisco, State of California. My Commission Expires: 10/28/56.

[Title of District Court and Cause.]

AFFIDAVIT OF HELEN H. HOGUE IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT

State of California
City and County of San Francisco—ss.

Helen H. Hogue, being first duly sworn, deposes and says:

1. I am the San Francisco Office Manager for Tappan Stove Company, one of the defendants in the above entitled cause, and have been in the employ of Tappan Stove Company since May 8, 1947.

2. Tappan Stove Company manufactures only cooking ranges. It sells such ranges to retailers located in San Francisco and elsewhere for resale by them to the public. As San Francisco Office Manager I have personal knowledge of the persons, firms and corporations who are selling, or have at

any time herein mentioned sold, said ranges at retail in San Francisco.

3. At all times since January 1, 1952, the ranges of Tappan Stove Company have been sold by it directly to at least thirteen stores located in San Francisco, which have resold said ranges at retail. Said stores which were, on February 23, 1956, and are now selling said ranges include:

The Emporium, 835 Market Street, San Francisco, California.

The Emporium, 1 Stonestown, San Francisco, California.

Dohrmann's, 281 Geary Street, San Francisco, California.

On February 23, 1956, there were, and there now are, thirteen retail stores located in San Francisco selling said Tappan ranges.

4. At all times since January 1, 1952, there have been a minimum of two stores located in the Mission District of San Francisco selling said Tappan ranges at retail. On February 23, 1956, there were, and there now are, two retail stores located in said Mission District selling said Tappan ranges, to-wit:

Lee Furniture Co., 2838 Mission Street.

Clark Furniture Co., 2225 Mission Street.

At all times since January 1, 1952, Tappan Stove Company has, within the normal period for deliveries, filled all orders received by it from said stores in the Mission District for its ranges; the said stores have maintained an inventory of Tappan ranges and have actively promoted the sale thereof to the public in San Francisco.

5. I have in my custody and control the sales record of Tappan Stove Company relating to sales of its ranges to retail stores in San Francisco for the period from January 1, 1952, to the date of this affidavit. I have examined such records and have found none showing any sales made directly or indirectly by Tappan Stove Company to Klor's, Inc., plaintiff in this action, or to an individual by the name of George Klor, or to Broadway-Hale Stores, Inc., one of the defendants named in said action. Moreover, I have personal knowledge of the accounts in San Francisco to which Tappan Stove Company has sold since January 1, 1952, and state that during said period Tappan Stove Company did not sell its ranges to any of said companies or individual.

6. As Tappan Stove Company, during the period from January 1, 1952, to date, has sold its ranges neither to Broadway-Hale Stores, Inc., nor to Klor's, Inc., Tappan Stove Company has had no occasion to and has not pursued any policy, discriminatory or otherwise, in favor of Broadway-Hale Stores, Inc., or against Klor's, Inc.

7. As Tappan Stove Company, during the period from January 1, 1952 to date, has not sold its ranges to Flor's, Inc., said company is not, and since January 1, 1952 has not been, a customer or purchaser of Tappan Stove Company.

8. This affidavit is made in support of the motion of all defendants for summary judgment with respect to Count One of the Complaint in the above entitled action, and in support of the motion of

Tappan Stove Company for summary judgment with respect to Counts Twenty-Nine, Thirty and Thirty-One of said Complaint.

/s/ HELEN H. HOGUE

Sworn to before me and subscribed in my presence this 3rd day of July, 1956.

[Seal] /s/ RUTH GITZEL,
Notary Public in and for the City and County of San Francisco, State of California. My Commission Expires April 13, 1958.

[Title of District Court and Cause.]

AFFIDAVIT OF E. W. DERENIA IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT

State of California
City and County of San Francisco—ss.

E. W. Derenia, being first duly sworn, deposes and says:

1. I am now and have been since May 1, 1952, the Northern California Manager for O'Keefe & Merritt Company, one of the defendants named in the above entitled action.

2. O'Keefe & Merritt Company manufactures cooking appliances and sells its products to retailers located in San Francisco and elsewhere for resale by them to the public. As the Northern California Manager I am in direct charge of sales made by O'Keefe & Merritt of its products in the

City and County of San Francisco and have personal knowledge of the persons, firms and corporations who are selling, or have at any time herein mentioned, sold said products at retail in San Francisco.

3. At all times since January 1, 1952 the products of O'Keefe & Merritt Company have been sold by it directly to at least forty-one stores located in San Francisco, which have resold said products at retail. Said stores include the following, which were on February 23, 1956 and are now, selling said products:

Gernhardt-Strohmaier, 18th and Mission Streets, San Francisco, California.

Macy's, Stockton at O'Farrell Streets, San Francisco, California.

Dohrmann Commercial Co., 984 Mission Street, San Francisco, California.

N. Dohrmann, 281 Geary Street, San Francisco, California.

Emporium, 835 Market Street, San Francisco, California.

Hale's, 2565 Mission Street, 753 Market Street, 867 Market Street, San Francisco, California.

Lachman Bros., 16th and Mission Streets, San Francisco, California.

Redlick's, 17th and Mission Streets, San Francisco, California.

Sterling Furniture Co., 1049 Market Street, San Francisco, California.

On February 23, 1956 there were, and there now

are, sixty-five retail stores located in San Francisco selling said O'Keefe & Merritt products.

4. At all times since January 1, 1952 there have been a minimum of 9 stores located in the Mission District involved in San Francisco selling said O'Keefe & Merritt products at retail. On February 23, 1956 there were, and there now are 10 retail stores located in said Mission District selling said O'Keefe & Merritt products, to-wit:

Gernhardt-Strohmaier, Mission and 18th Streets, San Francisco, California.

Hale's, 2565 Mission Street, San Francisco, California.

Lachman Bros., 16th and Mission Streets, San Francisco, California.

Modern House, 3265 Sixteenth Street, San Francisco, California.

Frank Newman, 2141 Mission Street, San Francisco, California.

Redlick's, 17th and Mission Streets, San Francisco, California.

Rosen Plumbing, 1672 Mission Street, San Francisco, California.

Starlight Furniture, 2211 Mission Street, San Francisco, California.

Lee Furniture, 2838 Mission Street, San Francisco, California.

Union Furniture, 2075 Mission Street, San Francisco, California.

At all times since January 1, 1952 O'Keefe & Merritt Company has, within the normal period

for deliveries, filled all orders received by it from said stores in the Mission District for its products; the said stores have maintained an inventory of O'Keefe & Merritt products, and have actively promoted the sale thereof to the public in San Francisco.

5. I have in my custody and control the sales records of O'Keefe & Merritt Company relating to sales made by it to retail stores in San Francisco for the period from January 1, 1952 to the date of this affidavit. I have examined such records and have found none showing any sales made directly or indirectly by O'Keefe & Merritt Company to Klor's, Inc., plaintiff in this action, or to an individual by the name of George Klor. Moreover, I have personal knowledge of the accounts in San Francisco to which O'Keefe & Merritt has sold since January 1, 1952 and state that during said period O'Keefe & Merritt did not sell cooking appliances of any character to said company or said individual.

6. As O'Keefe & Merritt Company, during the period from January 1, 1952, to date, has not sold to Klor's, Inc., said company is not and, since January 1, 1952, has not been a customer or purchaser of O'Keefe & Merritt Company.

7. This affidavit is made in support of the motion of all defendants for summary judgment with respect to Count 1 of the Complaint in the above entitled action, and in support of the motion of O'Keefe & Merritt Company for summary judg-

ment with respect to Counts 29, 30 and 31 of said Complaint.

/s/ EDWARD W. DERENIA

Sworn to before me and subscribed in my presence this 6th day of July, 1956.

[Seal] /s/ HELEN DOUGLAS WARREN, Notary Public in and for the City and County of San Francisco, State of California. My Commission Expires September 14, 1956.

[Endorsed]: Filed July 16, 1956.

[Title of District Court and Cause.]

ORDER

This cause came on to be heard upon motion of the plaintiff, Klor's, Inc., to add a party defendant and to amend the complaint and it appearing to the Court that counsel for Admiral Distributors, Inc., a Delaware corporation, and Admiral Distributors, Inc., a Washington corporation, have consented thereto, it is

Ordered:

(1) That the complaint be amended in the following particulars: page 1, line 16, strike out the word "Washington" and substitute in lieu thereof the word "Delaware"; count 1, page 4, line 11, strike out the word "Washington" and substitute the word "Delaware"; count 2, page 12, line 15, strike out the word "Washington" and substitute the word "Delaware"; count 32, page 83, line 4,

strike out the word "Washington" and substitute the word "Delaware";

(2) That Admiral Distributors, Inc., a Delaware corporation, be and it is hereby added as a party defendant;

(3) That Admiral Distributors, Inc., a Delaware corporation, have thirty days after disposition of the motion to dismiss to be filed herein within which to plead to the complaint;

(4) That the complaint be dismissed as to the defendant, Admiral Distributors, Inc., a Washington corporation.

Dated: July 17th, 1956.

/s/ LOUIS E. GOODMAN,
Judge

Consent:

/s/ GIRVAN PECK,
Attorney for Admiral Distributors, Inc., a Washington corporation, and Admiral Distributors, Inc., a Delaware corporation.

[Endorsed]: Filed July 17, 1956.

[Title of District Court and Cause.]

STIPULATION

It is hereby stipulated by and between plaintiff, Klor's, Inc., defendant Broadway-Hale Stores, Inc., and defendant Jefferson-Travis, Inc., an Illinois corporation, as follows:

(1) That the complaint be amended as follows: Page 1, line 22, strike out the word "New York"

and substitute the word "Illinois"; count one, page 5, line 8, strike out the word "New York" and substitute the word "Illinois"; count fourteen, page 39, line 24, strike out the word "New York" and substitute the word "Illinois"; count thirty-six, page 91, line 20, strike out the word "New York" and substitute the word "Illinois".

(2) That defendant Jefferson-Travis, Inc., having been erroneously named in the complaint as a New York corporation, it is the purpose and intent of this stipulation that the inclusion of Jefferson-Travis, Inc., an Illinois corporation, shall be as if the said Jefferson-Travis, Inc., an Illinois corporation, had been originally named herein as a defendant at the date of the filing of the complaint, and all proceedings heretofore had with respect to Jefferson-Travis, Inc., a New York corporation, shall be applicable to Jefferson-Travis, Inc., an Illinois corporation.

Dated: July 18, 1956.

/s/ IRVIN GOLDSTEIN,
Attorney for Plaintiff
GAVIN McNAB, SCHMULOWITZ, SOMMER & WYMAN,
/s/ By RONALD P. KLEIN,
Attorneys for Jefferson-Travis, Inc.

It Is So Ordered this 23rd day of July, 1956.

/s/ LOUIS E. GOODMAN,
District Judge

[Endorsed]: Filed July 23, 1956.

[Title of District Court and Cause.]

NOTICE OF MOTIONS TO DISMISS AND FOR SUMMARY JUDGMENT

To Plaintiff, Klor's, Inc., and to its Attorney, Irvin Goldstein, Esq.:

Please Take Notice that on Thursday, August 16, 1956, at 10:00 a.m., or as soon thereafter as counsel can be heard, in the courtroom of the Honorable Louis E. Goodman, Seventh and Mission Streets, San Francisco, California, defendant Olympic Radio and Television, Inc., will move the Court to dismiss Count One of the Complaint for failure to state a claim upon which relief can be granted, and for summary judgment on said Count One on the ground that there is no genuine issue as to any material fact and the moving party is entitled to a judgment as a matter of law.

These motions will be based upon all the pleadings, papers and orders on file herein and upon the affidavits of Roy O. Hurd, William M. Casey, Willard H. Mixter, Parshall H. Henry, Seymour J. Cooper, Vernon S. Dallman, Robert A. Washburn, J. A. McGee, Dore Schwab, Jr., Helen H. Hogue and E. W. Derenia, and the memorandum in support of motion to dismiss and motion for summary judgment heretofore filed by defendants Broadway-Hale Stores, Inc., Admiral Corporation, Admiral Distributors, Inc. (a Delaware corporation), Whirlpool-Seeger Corporation, H. R. Basford Company, Radio Corporation of America, Leo J. Meyberg Company, Jefferson-Travis, Inc., Philco

Corporation, The Dallman Company (sued herein as Dallman Supply Company), Rheem Manufacturing Company, General Electric Company, General Electric Distributing Corporation, Olympic Television of Northern California, Tappan Stove Company and O'Keefe and Merritt Company in support of their motions to dismiss and for summary judgment as to Count One of the Complaint.

Dated: July 30, 1956.

/s/ PHILIP S. EHRLICH,
/s/ ALBERT A. AXELROD,
/s/ IRVING ROVENS,
Attorneys for Defendant Olympic Radio and Television, Inc.

Certificate of Service attached.

[Endorsed]: Filed August 7, 1956.

[Title of District Court and Cause.]

MEMORANDUM IN OPPOSITION TO MOTIONS TO DISMISS AND FOR SUMMARY JUDGMENT

* * * * *

Defendants, in effect, argue that the conspiracy cannot be within the prohibitions of the Sherman Act since the conspirators did not fix or regulate prices, limit production or distribution, or bring about a deterioration in quality. But these actions are not alone the types of conduct prohibited by the Sherman Act.

* * * * *

[Endorsed]: Filed August 13, 1956.

[Title of District Court and Cause.]

NOTICE OF MOTION OF DEFENDANT ZENITH RADIO CORPORATION TO DISMISS COUNT ONE AND FOR SUMMARY JUDGMENT ON COUNT ONE.

Please Take Notice that on Thursday, August 16, 1956 at 10:00 o'clock a.m. or as soon thereafter as counsel may be heard, in the Courtroom of Judge Louis E. Goodman, Post Office Building, Seventh and Mission Streets, San Francisco, California, defendant Zenith Radio Corporation will move the court to dismiss Count One of the Complaint for failure to state a claim upon which relief can be granted, and for summary judgment on said Count One on the ground that there is no genuine issue as to any material fact and that this defendant is entitled to judgment as a matter of law.

This motion will be based upon all the pleadings, documents, and orders on file herein and upon the affidavits of Roy O. Hurd, William M. Casey, Willard H. Mixter, Parshall H. Henry, Seymour J. Cooper, Vernon S. Dallman, Robert A. Washburn, J. A. McGee, Dore Schwab, Jr., Helen H. Hogue and E. W. Derenia attached to the Notice of Motions to Dismiss and for Summary Judgment of defendants Broadway-Hale Stores, Inc., Admiral Corporation, Admiral Distributors, Inc. (a Delaware corporation), Whirlpool-Seeger Corporation, H. R. Basford Company, Radio Corporation of America, Leo J. Meyberg Company, Jefferson-Travis, Inc., Philco Corporation, The Dallman

Company (sued herein as Dallman Supply Company), Rheem Manufacturing Company, General Electric Company, General Electric Distributing Corporation, Olympic Television of Northern California, Tappan Stove Company and O'Keefe and Merrit Company, and filed herein on July 16, 1956.

Plaintiff has waived time on this Notice of Motion.

/s/ ROBERT E. BURNS,
CRIMMINS, KENT, DRAPER & BRADLEY,
Attorneys for Defendent Zenith Radio Corporation

Memorandum of Points and Authorities

Defendant Zenith Radio Corporation adopts the Memorandum in Support of Motion to Dismiss and Motion for Summary Judgment filed herein on July 16, 1956 by certain other defendants named in the foregoing Notice of Motion.

/s/ ROBERT E. BURNS,
CRIMMINS, KENT, DRAPER & BRADLEY,
Attorneys for Defendant Zenith Radio Corporation

Affidavit of Mailing attached.

[Endorsed]: Filed August 14, 1956.

[Title of District Court and Cause.]

STIPULATION JOINING DEFENDANT EMERSON RADIO AND PHONOGRAPH CORPORATION AS MOVING PARTY TO MOTION TO DISMISS AND FOR SUMMARY JUDGMENT AS TO COUNT ONE, AND EXTENDING TIME

It Is Hereby Stipulated and Agreed by and between the respective parties hereto, through their attorneys, as follows:

1. Defendant Emerson Radio and Phonograph Corporation shall be deemed a moving party to that certain motion to dismiss Count One of the complaint and for summary judgment on said Count One, filed herein on July 16, 1956.

2. Defendants Emerson Radio and Phonograph Corporation and Jefferson-Travis, Inc. may have twenty days after determination of those motions of various defendants to dismiss or for summary judgment as to certain Robinson-Patman Act counts of the complaint, to be heard September 13, 1956, within which to plead or make such motions as they may be advised to Counts 14, 15 and 16 of the complaint on file herein.

3. The within stipulation is being entered into subject to such rights as the respective parties have under the provisions of a stipulation being entered into between them under even date in respect of

the appearance of said Emerson Radio and Phonograph Corporation in the above entitled action.

Dated: August 27, 1956.

/s/ IRVIN GOLDSTEIN,
Attorney for Plaintiff

GAVIN McNAB, SCHMULOWITZ, SOMMER & WYMAN,
/s/ By NAT SCHMULOWITZ,
/s/ By PETER S. SOMMER,
/s/ By RONALD P. KLEIN,
Attorneys for Defendants Emerson Radio and Phonograph Corporation and Jefferson-Travis, Inc.

It Is So Ordered:

/s/ LOUIS E. GOODMAN

[Endorsed]: Filed August 28, 1956.

[Title of District Court and Cause.]

ORDER GRANTING DEFENDANTS' MOTIONS TO DISMISS AND FOR SUMMARY JUDGMENT IN FAVOR OF DEFENDANTS AS TO COUNT ONE OF THE COMPLAINT

It appears from the allegations of count one of the complaint and from the undisputed affidavits supporting the motion for summary judgment that there is no genuine issue of fact respecting the

claim for relief tendered by count one of the complaint.

Count one is not a cause of action under the Sherman Anti-Trust Act. It is not concerned with private damage caused by a public wrong proscribed by the Act.

It is just the case of a retail store in the Mission District of San Francisco—one of hundreds in the city engaged in selling the same kind of merchandise—which has a plaint that certain supplier defendants won't sell it some merchandise, allegedly at the behest of one of its competitors. It is purely a private quarrel, (perhaps otherwise legally remediable) arising out of some undisclosed cause—the nature of which we may suspect, but do not know.

There is not the slightest basis either in substantiality or law for the exercise of our jurisdiction.

The motions are granted.

Present an order and judgment accordingly.

Dated: September 13, 1956.

/s/ LOUIS E. GOODMAN,
United States District Judge

[Endorsed]: Filed September 13, 1956.

In The United States District Court, Northern District of California, Southern Division

No. 35274

Klor's, Inc., Plaintiff,

vs.

Broadway-Hale Stores, Inc., Admiral Corporation, Admiral Distributors, Inc., Zenith Radio Corporation, Zenith Radio and Distributing Corporation, Whirlpool-Seeger Corporation, H. R. Basford Company, Radio Corporation of America, Leo J. Meyberg and Company, Emerson Radio and Phonograph Corporation, Jefferson-Travis, Inc., Philco Corporation, Philco Distributors, Inc., Dallman Supply Company, Rheem Manufacturing Company. General Electric Company, General Electric Distributing Corporation, Olympic Radio and Television, Inc., Olympic Television of Northern California, Tappan Stove Company, and O'Keefe and Merritt Company, Defendants.

ORDER AND JUDGMENT

The Court having heretofore on June 8, 1956 and on June 22, 1956 made its orders for separate trials by virtue of which Count One of the complaint and the claim for relief tendered thereby are to be treated in all respects as if they constituted a separate action, and defendants having thereafter severally moved to dismiss Count One of the complaint and the claim for relief tendered thereby and for

summary judgment thereon, and it appearing that there is no genuine issue of fact respecting the claim for relief tendered by said Count One,

It Is Hereby Ordered, Adjudged and Decreed that said motions to dismiss and said motions for summary judgment are and each of them hereby is granted, and that said Count One and the claim for relief tendered thereby be and they are hereby dismissed as to each and every defendant, and that plaintiff take nothing by them, and the Court hereby expressly determines that there is no just reason for delay in the entry of the foregoing judgment and the clerk is hereby expressly directed to enter the foregoing judgment forthwith.

Dated: September 18, 1956.

/s/ LOUIS E. GOODMAN
United States District Judge

Disapproved as to form.

/s/ IRVIN GOLDSTEIN
Attorney for Plaintiff

Plaintiff's motion for a rehearing is denied.

Dated: September 24, 1956.

/s/ LOUIS E. GOODMAN
United States District Judge

Entered in Civil Docket: 9/26/56.

[Endorsed]: Filed Sept. 25, 1956.

[Title of District Court and Cause.]

NOTICE OF APPEAL

Notice is hereby given that Klor's, Inc., plaintiff above named, hereby appeals to the United States Court of Appeals for the Ninth Circuit from the Order granting the Defendants' Motions to Dismiss and Motions for Summary Judgment as to Count One of the Complaint and the final judgment entered thereon in this action on September 26, 1956.

/s/ IRVIN GOLDSTEIN
Attorney for Plaintiff

Certificate of Mailing Attached.

[Endorsed]: Filed Oct. 23, 1956.

[Title of District Court and Cause.]

STATEMENT OF POINTS ON APPEAL

Plaintiff sets forth the following points on which it intends to rely on appeal:

1. The District Court erred in sustaining defendants' motion to dismiss and for summary judgment.

2. The District Court erred in not overruling defendants' motion to dismiss and for summary judgment.

/s/ IRVIN GOLDSTEIN
Attorney for Plaintiff

[Endorsed]: Filed Nov. 16, 1956.

[Title of District Court and Cause.]

CERTIFICATE OF CLERK

I, C. W. Calbreath, Clerk of the United States District Court for the Northern District of California, hereby certify the foregoing and accompanying documents and exhibits, listed below, are the originals filed in this Court in the above-entitled case and constitute the record on appeal herein as designated by the attorneys for appellant and appellees:

Excerpt from Docket Entries.

Complaint.

Affidavit of Hugh Robertson in Support of Motion of Zenith Radio Corporation to Quash, etc.

Amendment to Complaint.

Notice and Motion by Tappan Stove Company and O'Keefe and Merritt Company, for more definite statement, etc.

Notice by Broadway-Hale Stores, Inc., of motion to dismiss or separately state, etc.

Memorandum of Broadway-Hale Stores, Inc., in support of motion to dismiss or separately state, etc.

Stipulation for Amendment to Complaint and Extending Time for Whirlpool-Seeger to plead.

Notice of Motion of H. R. Basford Company for more definite statement and to sever, with memo of points and authorities.

Memorandum Order of Court on Separate Trials.

Order for Separate Trial as to Radio Corporation of America, et al.

Pre-trial order.

Stipulation and Order for Amendment to Complaint.

Stipulation and Order for Separate Trials as to Various Counts.

Notice of Motion to Amend Complaint, with memo.

Supplemental Affidavit of Hugh Robertson in Support of Motion of Zenith Radio Corp. to Quash and Dismiss.

Supplemental Affidavit of Hugh Robertson in Support of Motion of Zenith Radio Distributing Corp. to Quash and Dismiss.

Notice of Broadway-Hale Stores, Inc.; Admiral Corporation; Admiral Distributors, Inc.; Whirlpool-Seeger Corporation; H. R. Basford Company; Radio Corporation of America; Leo J. Meyberg Company; Jefferson-Travis, Inc.; Philco Corporation; The Dallman Company (sued herein as Dallman Supply Company); Rheem Mfg. Co.; General Electric Company; General Electric Distributing Corp.; Olympic Television of Northern California; Tappan Stove Co.; and O'Keefe and Merritt Co. to dismiss, with affidavits of the following persons, of motion for summary judgment: Roy O. Hurd, William M. Casey, Willard H. Mixter, Willard H. Mixter, Parshall L. Henry, Seymour J. Cooper, Vernon S. Dallman, Robert A. Washburn, J. A. McGee, Dore Schwab, Jr., Helen H. Hogue and E. W. Derenia.

Notice by Radio Corp. of America of Motion to Dismiss, with Memo. of Deft. and affidavits of Par-

shall L. Henry, Louis J. Collins, Joseph P. Bannon, and Harold R. Maag in Support.

Notice by Tappan Stove Co. and O'Keefe and Merritt Co. of motions to Dismiss and for Summary judgment with memo.

Order Amending Complaint.

Notice by Leo J. Meyberg Co. of motion to Dismiss and for Summary Judgment.

Stipulation and Order Amending Complaint.

Notice and motion by Olympic Radio and Television to Dismiss and for Summary Judgment.

Memorandum of Plaintiff in Opposition to Motions to Dismiss and for Summary Judgment.

Notice by Zenith Radio Corporation of motion to Dismiss and for Summary Judgment.

Stipulation and Order Joining Emerson Radio and Phonograph Corp. as Party to Motions to Dismiss and for Summary Judgment.

Order Granting Defendants' Motions to Dismiss and for Summary Judgment as to Count One of the Complaint.

Motion of Plaintiff for Rehearing and for Leave to Amend with memo.

Order and Judgment on Motions to Dismiss and for Summary Judgments.

Notice of Appeal.

Appeal Bond.

Appellant's Designation of Record on appeal.

Statement of Points Upon Which Appellant Intends to Rely on Appeal.

Designation of Record by Leo J. Meyberg Company.

Designation of Record by Zenith Radio Corporation.

Designation of Record by Emerson Radio and Phonograph Corp.

Designation of Record by Admiral Corporation and Admiral Distributors.

Designation of Record by Tappan Stove Company and O'Keefe & Merritt Co.

Designation of Record by General Electric Company and General Electric Distributing Corp.

Designation of Record by Broadway-Hale Stores, Inc.

Designation of Record by Olympic Radio and Television, Inc.

Designation of Record by Dallman Co. (sued as Dallman Supply Co.)

Designation of Record by H. R. Basford Company.

Reporter's Transcript of Proceedings May 21, 1956.

Reporter's Transcript of Proceedings, Aug. 16, 1956.

Defendants' Exhibit A, Aug. 16, 1956.

In Witness Whereof, I have hereunto set my hand and affixed the seal of said District Court this 30th day of November, 1956.

[Seal] C. W. CALBREATH
Clerk

/s/ By MARGARET P. BLAIR
Deputy Clerk

[Title of District Court and Cause.]

REPORTER'S TRANSCRIPT

Monday, May 21, 1956.

HEARING ON MOTIONS

* * * * *

Mr. Lasky: Now, if the Court pleases, in due course I do want to come into this court either with a motion to dismiss or a motion for summary judgment on the Sherman Act charges, and point out to the Court by appropriate affidavit, that there must be literally hundreds of dealers in San Francisco who were still handling the exact make of appliances plaintiff talks about, and that while the plaintiff may not be selling these, there are hundreds of others who are selling them. And I wish to present at that time the mass of authorities, many of them from this very court, the Northern District of California, that the Sherman Act is not interested in whether a particular plaintiff sells a particular product or not, as long as there are many others selling them. [16]

* * * * *

The Court: Well, he says that it is a charge in his complaint under the Sherman Act, and if what he has alleged he can't prove under the Sherman Act, then he can't prove it—that's all. I don't know what great problem that raises at the moment.

Mr. Lasky: Well, I don't want him coming in later when we direct our arguments to the Sherman Act and have him slide over and say, "Yes,

but I have got independent substantive charges under Robinson-Patman in count one and I don't have to concern myself with Sherman Antitrust."

The Court: Well, I take it from what he says he has got his charges under the Robinson-Patman Act in the other counts. [36]

Mr. Lasky: He certainly has them in the other counts. Now, it seems to me he has pitchforked them into count one. Well, if counsel will now state of record explicitly that count one is Sherman Act solely, and nothing else, then at least we have got count one clarified, and if that is what he intends to make it, we don't have a problem in separately stating.

The Court: Well, unless Mr. Goldstein has some serious objection, I would be ready to make some sort of a definitive order to the effect that the first count of the indictment (complaint) charges under the Sherman Act and that the defense is entitled to answer and move to it upon that basis.

Mr. Lasky: Such an order would be satisfactory to us.

The Court: Would you have any objection to that?

Mr. Goldstein: I have been trying to tell counsel all along that the first count charges a violation of the Sherman Act.

Mr. Lasky: And no more?

The Court: You are getting ready to kiss and make up, then, already?

Mr. Lasky: Well, as long as we understand he

doesn't attempt to charge anything more, then I am happy.

The Court: Well, suppose you prepare an order to the effect of what I have stated.

Mr. Lasky: Very well. [37]

* * * * *

The Court: For the purposes of the first cause of action, it is an antitrust case.

Mr. Lasky: That is agreeable.

The Court: Have any of you objection to that? [38]

Mr. Goldstein: No, sir. [39]

* * * * *

Mr. Raven: Well, then, at best there is an inconsistency. At one point in count one there is talk about a conspiracy, and at another point in count one on page 9, line 24, there is an averment as to "combinations."

The Court: Is that a typographical error? Is there any particular meaning to that?

Mr. Goldstein: No, I think it was not intended. I certainly wouldn't try to lay more than one conspiracy.

The Court: You'd have your hands full. [44]

Mr. Goldstein: I have enough for the time being with one conspiracy, if your Honor please.

The Court: Well, any objection to the complaint being amended on its face to refer to "combination, conspiracy and agreement in restraint of trade by the manufacturer defendants here * * *"?

Mr. Goldstein: I have no objection, if it does not necessitate rewriting this complaint.

The Court: No, I don't think you should be required to.

Mr. Goldstein: May we incorporate that in the same order, if your Honor please, and get all this done with one swipe? [45]

* * * * *

[Endorsed]: Filed Oct. 22, 1956.

[Title of District Court and Cause.]

REPORTER'S TRANSCRIPT

MOTION TO DISMISS AND FOR SUMMARY JUDGMENT

Thursday, August 16, 1956

* * * * *

The Court: You're really relying, then, on not so much the motion to dismiss as on the motion for summary judgment.

Mr. Lasky: I think it's a motion for summary judgment.

The Court: You are stating that as a matter of fact that a case is not stated because of an undisputed factual situation. [20]

* * * * *

Mr. Goldstein: May it please the Court, the conspiracy charged in count one of the complaint is this: No matter how counsel may attempt to avoid it, no matter how abstruse are some of his deductions, it does amount to this and on which the plaintiff rests his case. * * * * * [34]

The Court: Well, all that I was endeavoring to

do, Mr. Goldstein, was to get the question down to a somewhat simple basis. The private right in antitrust arises out of the private damage because of the public wrong.

Mr. Goldstein: Yes, sir.

The Court: In other words, it doesn't arise out of a private wrong; it arises out of a public wrong.

Mr. Goldstein: There must be, as I have conceded, there must be some public interest.

The Court: And the private individual where there is a public wrong has only a cause of action when he can show that the public wrong caused him some damage.

Mr. Goldstein: Yes, sir. * * * * * [40]

Mr. Lasky: Now, with respect to this chart—I suppose it's a burdensome thing to get into the record, but I think we might well leave it with the Court.

The Court: You can mark it as an exhibit on these motions.

Mr. Lasky: Or we could make it a part of the affidavit. Let's mark it as Defendants' Exhibit A on this motion.

The Court: Very well. * * * * * [55]

[Endorsed]: Filed Nov. 29, 1956.

[Endorsed]: No. 15380. United States Court of Appeals for the Ninth Circuit. Klor's Inc., Appellant, vs. Broadway-Hale Stores, Inc., et al., Appellees. Transcript of Record. Appeal from the

United States District Court for the Northern District of California, Southern Division.

Filed: November 30, 1956.
Docketed: Dec. 10, 1956.

/s/ PAUL P. O'BRIEN
Clerk of the United States Court of Appeals for the Ninth Circuit.

In The United States Court of Appeals
For the Ninth Circuit

No. 15,380

KLOR'S, INC., Appellant,

vs.

BROADWAY-HALE STORES, INC., et al., Appellees.

STATEMENT OF POINTS

Appellant in the above-entitled cause hereby adopts as its statement of points on which it intends to rely on this appeal the statement of points on appeal as it now appears in the certified transcript of record herein.

* * * * *

Dated: December 18, 1956.

/s/ IRVIN GOLDSTEIN
Attorney for Appellant

Certificate of Service Attached.

[Endorsed]: Filed Dec. 19, 1956. Paul P. O'Brien, Clerk.

[fol. 148]

MINUTE ENTRY OF ARGUMENT AND SUBMISSION—September 3, 1957 (omitted in printing).

[fol. 149]

IN UNITED STATES COURT OF APPEALS FOR THE NINTH CIRCUIT

Before: DENMAN, BARNES and HAMLEY, Circuit Judges.

MINUTE ENTRY OF ORDER DIRECTING FILING OF OPINION AND FILING AND RECORDING OF JUDGMENT—March 28, 1958.

Ordered that the typewritten opinion this day rendered by this Court in above cause be forthwith filed by the clerk, and that a Judgment be filed and recorded in the minutes of this Court in accordance with the opinion rendered.

[fol. 150]

IN UNITED STATES COURT OF APPEALS FOR THE NINTH CIRCUIT

No. 15,380

KLOR'S, INC., Appellant,

v.

BROADWAY-HALE STORES, INC., et al., Appellees.

Appeal from the United States District Court for the Northern District of California, Southern Division.

OPINION—March 28, 1958

Before: Denman, Barnes and Hamley, Circuit Judges.

BARNES, Circuit Judge:

I. The Private Plaintiff in Antitrust Litigation.

Section 4 of the Clayton Act provides:

"Any person who shall be injured in his business or property by reason of anything forbidden in the antitrust laws may sue therefor . . . and shall recover threefold the damages by him sustained."

Passing for the present an examination of what "thing" is forbidden, we note a tendency in some courts to narrow the apparent scope of this statute due to concern with the severity of the penalty.[1]

In a recent case this Court said:

> "A niggardly construction of the treble damage provision would do violence to the clear intent of Congress. [fol. 151] The private antitrust action is an important and effective method of combating unlawful and destructive business practices. The private suitor complements the government in enforcing the antitrust laws. The treble damage provision was designed to foster and stimulate the interest of private persons in maintaining a free and competitive economy. Its efficacy should not be weakened by judicial construction." *Flintkote Co.* v. *Lysfjord*, 246 F.2d 368, 398, cert. denied, 355 U.S. 835 (1957).

Of more importance is what the Supreme Court has said. In reversing an antitrust case from this Circuit in 1957, that Court admonished the trial and appellate federal courts that:

> "Petitioner's claim need only be 'tested under the Sherman Act's general prohibition on unreasonable restraints of trade,' [citing cases] and meet the requirement that petitioner has thereby suffered injury."[2]

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[1] *Snow Crest Beverages Inc.* v. *Recipe Foods, Inc.*, D.Mass., 1956, 147 F.Supp. 907, 909; *Harrison* v. *Paramount Pictures Inc.*, E.D. Penn. 1953, 115 F.Supp. 312; *Cf: Congress Bldg. Group* v. *Loews, Inc.*, 7 Cir., 1957, 246 F.2d 587.

[2] *Radovich* v. *National Football League*, 1957, 352 U.S. 445, 453:

"Congress has, by legislative fiat, determined that such prohibited activities are injurious to the public and has provided sanctions allowing private enforcement of the antitrust laws by an aggrieved party. These laws protect the victims of the forbidden practices as well as the public. [Citing cases] Furthermore, Congress itself has placed the private antitrust litigant in a most favorable position through the enactment of §5 of the Clayton Act. [Citing cases] In the face of such a policy this Court should not add requirements to burden the private litigant beyond what is specifically set forth by Congress in those laws." *Ibid.*

With these principles in mind, we proceed to an examination of what is forbidden by the antitrust laws, as stated in Section 4 of the Clayton Act.

The Sherman Act's first and second sections are relied on by the pleadings in this case.[3]

[fol. 152] Does the Sherman Act mean *every* contract, and *every* restraint, or must it be interpreted? Must it be aided by a Rule of Reason, and if so, what is that Rule of Reason? The problem is not a new one, nor is it easy. Not only do competent judges disagree—they frequently reach similar destinations by differing circuitous routes.[4]

Suffice it to say that from a period shortly after the early pronouncements of our Supreme Court which made the Sherman Act a comparatively dead law,[5] succeeding Supreme Court Justices have found it necessary to interpret the precise language used in the Act and determine its proper construction.[6] Even such a "literalist" as Mr. Justice Peckham eventually came to that view,[7] at least with

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[3] 15 U.S.C. §1: "Every contract, combination in the form of trust or otherwise, or conspiracy in restraint of trade or commerce among the several States . . . is declared to be illegal, ..."

15 U.S.C. §2: "Every person who shall monopolize, or attempt to monopolize, or combine or conspire with any other person or persons, to monopolize any part of the trade or commerce . . . shall be deemed guilty of a misdemeanor. . . ."

[4] "Unity of decision does not always require unit of theory." Handler, Antitrust in Perspective 11 (1957).

[5] See, *e.g.*, *United States* v. *E. C. Knight Co.*, 1895, 156 U.S. 1.

[6] Compare *United States* v. *Joint Traffic Association*, 1898, 171 U.S. 505, 567-8, with *United States* v. *Trans-Missouri Freight Ass'n*, 1897, 166 U.S. 290, 312, where similar contracts with similar purposes (design to fix freight rates) were under consideration.

[7] "The Act of Congress must have a reasonable construction or else there would scarcely be an agreement or contract among businessmen that could not be said to have, indirectly or remotely, some bearing on interstate commerce and possibly to restrain it." *Hopkins* v. *United States*, 1898, 171 U.S. 578, 600.

[8] Professor Handler tells how Mr. Justice White "avoided the embarrassment of the word 'every' in two ways. First, he regarded the Sherman Act as codifying the common law and . . . embodying the same rule of reason sanctioned by prior law. 16/ (United States v. Trans-Missouri Freight Asso., 1897, 290, 353-356.) Sec-

regard to what constituted interstate commerce, even if he could not agree with Mr. Justice White on what was meant by "every restraint." And, although the statutory [fol. 153] language "is literally all encompassing, the courts have construed it as precluding only those contracts or combinations which 'unreasonably' restrain competition." [8a]

With this brief introduction, let us turn to the pleadings and evidence of this case.

II. The Pleadings.

Plaintiff corporation sues many defendants, claiming a cause of action under Sections 4 and 16 of the Clayton Act,[9] by reason of defendants' alleged violation of Sections 1 and 2 of the Sherman Act.[10]

The complaint alleges plaintiff is the owner and operator of a retail store engaged in the business in San Francisco of selling radios, television sets, clothes washers, refrigerators, electric and gas stoves, phonographs and vari-

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ond, he asserted that the phrase 'restraint of trade,' both in the prior decisions and the statute, signified illicit arrangements only. 17/ (*Id.* at 345-352.) Under this view, if an agreement was reasonable, it was not in restraint of trade. According to White's theory, the rule of reason had been built into the very words and structure of the legislation. . . . • • •

White . . . in his *Standard Oil* and *American Tobacco* (*United States* v. *American Tobacco Co.*, 1911, 221 U.S. 106) opinions . . . by this strained rationale . . . finally succeeded in introducing a rule of reason into our antitrust jurisprudence. • • •

Under (Mr. Justice) Taft's view, there was no place for a rule of reason where the restrictions on competition were nonancillary. • • • . . . [T]he English courts had . . . abandoned the initial rule of total invalidity (of restraints of trade) and enforced agreements not to compete when ancillary to some major lawful purpose and reasonable in duration and extent. . . . • • •

. . . [C]ommon law . . . did not employ the phrase 'restraint of trade' synonymously with illegality." Handler, Antitrust in Perspective, 11 (1957).

[8a] *Northern Pacific Railway Co.* v. *United States*, 1958, 355 U.S. 649, 651, citing *Standard Oil Co. of New Jersey* v. *United States*, 1911, 221 U.S. 1, and *Chicago Board of Trade* v. *United States*, 1918, 246 U.S. 231.

[9] Title 15 U.S.C. §§15, 26.

[10] Title 15 U.S.C. §§1, 2.

ous electrical appliances. Plaintiff charges defendant Broadway-Hale Stores, Inc., a corporation, is a competitor in the purchase and sale of such household appliances, operating a chain of stores in the western states and one specific store in the general vicinity of plaintiff's retail store in the Mission District area of San Francisco, California. The eighteen other defendants named are ten lead- [fol. 154] ing manufacturers[11] and eight distributors[12] of such household appliances mentioned above.

Plaintiff charges that all defendants beginning prior to 1952 "have restrained trade and commerce in the interstate distribution and sale" of the described types of goods in the San Francisco area "by contracting, combining, conspiring together, and each with the other in restraint and monopoly of such trade and commerce" and "have substantially lessened, limited, and restrained competition in said trade and commerce."[13]

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[11] Admiral Corporation; Zenith Radio Corporation; Whirlpool-Seeger Corporation; Radio Corporation of America; Emerson Radio and Phonograph Corporation; Philco Corporation; Rheem Manufacturing Company; General Electric Company; Olympic Radio and Television, Inc.; and Tappan Stove Company.

[12] Admiral Distributors, Inc.; H. R. Basford Company; Leo J. Meyberg; Jefferson-Travis, Inc.; Philco Distributors, Inc.; General Electric Dist. Corporation; Olympic Television of Northern California; and O'Keefe and Merritt Company.

[13] Plaintiff's pertinent allegations were:

"• • • 6. • • • Beginning at a period prior to 1952, and continuing uninterrupted up to and including the date of filing this complaint, the defendants, all well knowing the facts herein alleged, have restrained trade and commerce in the interstate distribution and sale of radios, television sets, clothes washers and dryers, refrigerators, electric and gas ranges, phonographs and electric appliances in the San Francisco Bay Area, by contracting, combining, conspiring together, and each with the other, in restraint and monopoly of such trade and commerce contrary to Sections 1 and 2 of the Act of Congress . . . 15 U.S.C.A., Sections 1 and 2, and have thereby substantially lessened, limited and restrained competition in said trade and commerce, and have prevented plaintiff from obtaining (the above articles) for resale; and have discriminated against plaintiff and in favor of plaintiff's competition in the sale and distribution of the products; and have refused to sell to or enter into any contract to sell products to plaintiff. Such combination, conspiracy and agreement tend to and do actually restrain

[fol. 155] Various alleged discriminations in sale, supply, price, terms, etc., are charged in count one of the complaint as part of the conspiracy. Counts two through thirty-one charge violations of the Robinson-Patman Act[14] and counts thirty-two through forty-one charge violations of § 13(f) of the Robinson-Patman Act[15]—discrimination in price, services, etc.

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and monopolize interstate commerce in the distribution and sale of (the listed products) in favor of Hale. More particularly, the manufacturer-distributor defendants in pursuing a policy in favor of Hale and against plaintiff have done and are continuing to do the following acts:" There then follows a list of nine particular acts which defendants are alleged to have done, all directed solely at plaintiff and in favor of the defendant Broadway-Hale. • • •

"8. The defendant Hale operates a chain of key stores in the west coast area of the United States. It enjoys a monopolistic buying power by reason of the large number of retail outlets it operates. It has used its monopolistic buying power to negotiate terms and conditions of acquisition and purchase of the products manufactured, distributed and sold by the manufacturer-distributor defendants. It has used its monopolistic buying power to deny to plaintiff its competitive position in the acquisition, purchase and sale of the products manufactured, distributed and sold by the manufacturer-distributor defendants and, in particular, has purchased and continues to purchase the products of the manufacturer-distributor defendants upon the condition that the manufacturer-distributor defendants do not sell their products to the plaintiff. The manufacturer-distributor defendants have dealt with Hale throughout the period of time alleged on a chain basis and have manufactured, distributed and sold products for resale in the San Francisco Bay Area in consideration of manufacturing, distributing and selling the products to Hale for resale in other parts of the West Coast area of the United States. • • •

"9. By reason of the monopoly buying power of defendant Hale, and the illegal and discriminatory tactics, combinations, conspiracies and agreements in restraint of trade by the manufacturing-distributor defendants acting in collaboration, the business of plaintiff has been seriously impaired, injured and damaged, and the plaintiff has suffered great damage in loss of profits, good will, reputation and prestige of its store as a retail dealer in (the listed products). Plaintiff has been paying unreasonable and discriminatory prices and has been subjected to unfair, unreasonable and discriminatory practices to the damage and loss of plaintiff and to the advantage of defendants, all by reason of the defendants' violation of the anti-trust laws."

[14] Title 15 U.S.C. §13(a), (d) and (e).

[15] Title 15 U.S.C. §13(f).

III. Proceedings in the District Court.

By pre-trial order count one was limited to a single conspiracy charging a Sherman Act violation.[16]
[fol. 156] Subsequently, under Federal Rules of Civil Procedure 42(b), the trial court ruled:

> "Count one of the complaint and the claim for relief tendered thereby are to be treated in all respects as if they constituted a separate action."

All but one of the defendants (18 of 19) then moved to dismiss count one of the complaint,

> ". . . for failure to state a claim upon which relief can be granted, and for summary judgment on said Count One on the ground that there is no genuine issue as to any material fact and the moving parties are entitled to a judgment as a matter of law."

In support of this motion, the moving parties submitted a dozen affidavits. Appellant stood on the pleadings and papers on file, filing no documents in opposition to the motion. It should be noted here that the court below did not rule on the pleadings nor grant the motion to dismiss by reason of any failure therein. While a motion to dismiss was made, it was apparently passed over so that the motion for summary judgment could be determined. That latter motion having been granted, it was necessarily dispositive of the motion to dismiss.

The District Court granted the motion for summary judgment by preliminary order and subsequent formal judgment.[17] The preliminary order is short, and reads as follows:

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[16] "1(a) . . . Count one of the Complaint is and shall in all further proceedings be interpreted and construed as one seeking relief solely with respect to a conspiracy under the Sherman Act . . . and not as seeking to assert any claim for relief under the Robinson-Patman Act. . . .

(b) Count one of the Complaint is amended by striking the words 'combinations, conspiracies and agreements' in paragraph 9, . . . and substituting the words 'combinations, conspiracy and agreement'. . . ." (Tr. p. 20.)

[17] "The Court having heretofore on June 8, 1956 and on June 22, 1956 made its orders for separate trials by virtue of which Count

[fol. 157] "It appears from the allegations of count one of the complaint and from the undisputed affidavits supporting the motion for summary judgment that there is no genuine issue of fact respecting the claim for relief tendered by count one of the complaint.

Count one is not a cause of action, under the Sherman Anti-Trust Act. It is not concerned with private damages caused by a public wrong proscribed by the Act.

It is just the case of a retail store in the Mission District of San Francisco—one of hundreds in the city engaged in selling the same kind of merchandise—which has a plaint that certain supplier defendants won't sell it some merchandise, allegedly at the behest of one of its competitors. It is purely a private quarrel, (perhaps otherwise legally remediable) arising out of some undisclosed cause—the nature of which we may suspect, but do not know.

There is not the slightest basis either in substantiality or law for the exercise of our jurisdiction.

The motions are granted. . . ."

This appeal is from the motion granting summary judgment. Count one alone is involved. The other forty counts are not before us.

One of the complaint and the claim for relief tendered thereby are to be treated in all respects as if they constituted a separate action, and defendants having thereafter severally moved to dismiss Count One of the complaint and the claim for relief tendered thereby and for summary judgment thereon, and it appearing that there is no genuine issue of fact respecting the claim for relief tendered by said Count One,

It Is Hereby Ordered, Adjudged and Decreed that said motions to dismiss and said motions for summary judgment are and each of them hereby is granted, and that said Count One and the claim for relief tendered thereby be and they are hereby dismissed as to each and every defendant, and that plaintiff take nothing by them, and the Court hereby expressly determines that there is no just reason for delay in the entry of the foregoing judgment and the clerk is hereby expressly directed to enter the foregoing judgment forthwith. . . ." [Tr. pp. 135, 136.]

IV. The Issues.

Appellant makes but one specification of error—namely, that it was error to grant a motion for judgment or dismiss [fol. 158] a complaint seeking damages under § 4 of the Clayton Act based upon an alleged violation of the Sherman Act plus consequent damage to plaintiff because the complaint had failed to allege and plaintiff had failed to prove, as an additional element, a "public injury."

Appellees do not agree that the trial court's action (and alleged error) can be so described. They agree that if there has been alleged a violation of the Sherman Act, plus consequent damage to a private plaintiff, a cause of action is stated. They claim a violation of the Sherman Act was not pleaded, and more important, not established by the evidence before the court on the motion to dismiss. This was because the restraint of trade relied on was not a restraint of trade recognized as such at common law which constitutes a per se violation of the Sherman Act; and in the absence of such a type of violation, there must be alleged a restraint, injurious to the public if proved, in order to constitute an actionable violation of the Sherman Act, either in pleading or proof. The question before the trial court, say appellees, and now here, is this:

> "(1) Is the charged restraint of trade of a kind falling within the purview of the Sherman Act?"

and secondarily,

> "(2) Does the conspiracy have the necessary relation to interstate commerce?"

Both questions must be answered affirmatively, say appellees, before appellant can prevail.

To put it another way, appellant contends that *any* contract, combination or conspiracy which restrains trade or commerce, no matter in what degree and no matter against whom or how many persons similarly situated the restraint is directed, *always* violates the Sherman Act proscription.

Appellant argues that

> "[T]he public in any part of interstate commerce is entitled to the competition of *all* traders and the public

> interest is *necessarily* impaired when *a* trader is eliminated. . . . The antitrust laws are a trader's statute [fol. 159] which protect the trader from unlawful conduct in restraint of trade in order to insure that the public obtains a true competitive market." [18]

Appellees, on the other hand, contend with equal vigor that not every restraint upon a single competitor is a restraint of trade or commerce within the meaning of the Sherman Act. They argue, in essence, that a plaintiff, in order to succeed on this motion for summary judgment must allege in his complaint (if he is willing to rely solely upon it in opposition to appellees' affidavits) sufficient facts to prove, or from which it may be inferred, that the public as a whole is or may be in some way affected by the defendants' conduct; *i.e.*, that the conduct attacked has some *substantial* effect on the particular relevant market involved.

Appellant quotes at length from, and largely relies upon, both the briefs filed and the opinion rendered in *Radovich* v. *National Football League*,[19] certain motion picture antitrust cases, e.g. such as *United States* v. *Paramount*, 1948, 334 U.S. 131; *United States* v. *Schine*, 1948, 334 U.S. 110; *United States* v. *Griffith*, 1948, 334 U.S. 100; *Bigelow* v. *R.K.O.*, 1946, 327 U.S. 251; *Binderup* v. *Pathe*, 1923, 263 U.S. 291; *Hart* v. *B. F. Keith Vaudeville Exchange*, 1923, 262 U.S. 271, and pleadings cases like *United States* v. *Employing Plasterers Ass'n.*, 1954, 347 U.S. 186.

It is appellant's position that "Radovich . . . overruled this court and thus overruled its principal supports, *Fedderson*[20] and *Shotkin*." [21]

Appellees urge that they have carefully maneuvered around the pitfall of a motion to dismiss premised on the pleadings; that they have filed twelve affidavits uncontradicted by anything other than the complaint, as amended by

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[18] Appellant's Opening Brief, p. 7. (Emphasis added.)

[19] 352 U.S. 445 (1957).

[20] 180 F. 2d 519 (10 Cir. 1950).

[21] 171 F. 2d 236 (10 Cir. 1948).

[fol. 160] pre-trial order;[22] that the court passed on an "undisputed factual situation;"[23] and, that the trial court's finding and the summary judgment based thereon is required by §§ 1 and 2 of the Sherman Act, as interpreted by the Supreme Court, particularly in *Apex Hosiery* v. *Leader*, 1940, 310 U.S. 469, and those cases which are claimed to follow it.

V. The Facts.

The facts, as set forth in the affidavits, and undisputed by appellant, were summarized by appellees as follows:

> "Appellant and appellee Hale are not the only retailers of appliances in San Francisco. There are literally hundreds, if not thousands, of others (R. 25-27). The classified section of the San Francisco Telephone Directory contains 14 pages of listings (R. 29-43). In San Francisco alone are sold not only the brands of appliances involved in this case but many other com-

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[22] The voluntary amendment of the complaint as to damages is here immaterial.

[23] "The Court: You're really relying, then, on not so much the motion to dismiss as on the motion for summary judgment.

Mr. Lasky: I think it's a motion for summary judgment.

The Court: You are stating that as a matter of fact that a case is not stated because of an undisputed factual situation. • • •

Mr. Goldstein: May it please the Court, the conspiracy charged in count one of the complaint is this: No matter how counsel may attempt to avoid it, no matter how abstruse are some of his deductions, it does amount to this and on which the plaintiff rests his case. • • •

The Court: Well, all that I was endeavoring to do, Mr. Goldstein, was to get the question down to a somewhat simple basis. The private right in antitrust arises out of the private damage because of the public wrong.

Mr. Goldstein: Yes, sir.

The Court: In other words, it doesn't arise out of a private wrong; it arises out of a public wrong.

Mr. Goldstein: There must be, as I have conceded, there must be some public interest.

The Court: And the private individual where there is a public wrong has only a cause of action when he can show that the public wrong caused him some damage.

Mr. Goldstein: Yes, sir. • • • " [Tr. pp. 145, 146.]

peting brands (R. 26-27). In addition to the 7 brands of television sets, radio and phonographs mentioned in the complaint, there are 20 other competing brands sold in San Francisco. In addition to the three men- [fol. 161] tioned brands of refrigerators there are 18 other competing brands. In addition to the 5 mentioned brands of stoves, there are 23 competing brands; in addition to the 2 mentioned brands of clothes washers and dryers, there are 30 competing brands. Among these competing brands are many of the outstanding and most widely advertised brands in the country, including the names Capehart, Crosely, Du Mont, Hallicrafter, Hoffman, Magnavox, Motorola, Packard-Bell, Scott, Westinghouse, Amana, Bendix, Coldspot, Frigidaire, Hotpoint, International Harvester, Kelvinator, Norge, Servel, Chambers, Roper, Thermador, Western Holly (see listing at R. 26-27). Appellant does not charge that he was denied the right to handle any of this vast number of brands manufactured and sold by companies not parties to this action.

Moreover, a large number of other retailers sell to the San Francisco public the very brands referred to in the complaint. At the date of filing suit the number of dealers *in San Francisco* handling these products was as follows: (See note 24/.)

In the *Mission District alone,* in San Francisco, there are 53 dealers selling the brands referred to in the complaint. Restricting the area under consideration even more narrowly, *to Mission street alone,* a member of

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[24] "Admiral products ..... 195 retailers (R. 45)
Zenith products ..... 153 retailers (R. 48)
Whirlpool products ..... 67 retailers (R. 50)
RCA products ..... 127 retailers (R. 52)
Emerson products ..... 109 retailers (R. 54)
Philco products ..... 175 retailers (R. 58)
Rheem products ..... 56 retailers (R. 62)
GE products ..... 110 retailers (R. 66)*
Olympic products ..... 33 retailers (R. 116)
Tappan products ..... 13 retailers (R. 118)
O'Keefe & Merritt products ..... 65 retailers (R. 121)

* The figure given is for GE television dealers. The figure for GE major appliance dealers is 54 and for dealers in GE radios and traffic appliances it is 463."

the public desiring to purchase an appliance and strolling down Mission Street for a span of but 11 blocks, of which appellant's store is approximately in the center, would pass the shops of 43 retailers, selling the [fol. 162] specific items and brands referred to in the complaint. Defendants' Exhibit A on the motion (R. 146) is a chart bringing together the factual data taken from the 12 affidavits. Since it strikingly exemplifies the fact, a copy is inserted on the preceding page.

Finally, it may be noted that while the alleged conspiracy is charged as having begun prior to 1952 (R. 9), the number of retail stores in San Francisco selling the items and brands referred to in the complaint steadily increased after 1952 and up to the time of the commencement of the suit. Admiral dealers increased from 150 to 195, and in the Mission District alone from 20 to 36; Zenith from 120 to 153; Whirlpool dealers from 40 to 47; Emerson from 40 to 109 and in the Mission District alone from 13 to 29; Philco from 79 to 175 and in the Mission District alone from 22 to 47; Wedgewood Stove dealers from 41 to 56 and from 8 to 9 in the Mission District alone; General Electric dealers and RCA have run into the hundreds for years and there have been no material variations. (This data appears in the 12 affidavits, R. 25 to 125)."

VI. The Law.

Apex Hosiery Co. v. *Leader, supra,* teaches that not every restriction on commerce is a restraint of trade within the meaning of the Sherman Act.

First, the restraint must "occur in or affect commerce between the states * * * for constitutional reasons." *Id.* at 498.

We need not concern ourselves here with the substantiality of the amount of commerce involved. *Apex* tells us "it is the nature of the restraint and its effect on interstate commerce, and not the amount of the commerce which are the tests of violation." *Id.* at 485.[25]

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[25] Citing *United States* v. *Socony-Vacuum Oil Co.*, 1940, 310 U.S. 150, 225. See also, *Times-Picayune Pub. Co.* v. *United States*, 1953,

Second, "the restraints at which the Sherman law is aimed, and which are described by its terms, *are only those* [fol. 163] *which are comparable to restraints deemed illegal at common law. . . .*" [Emphasis added.] *Id.* at 498. The drafters of the Sherman Act "extended the condemnation of the statute to restraints effected by any combination in the form of trust or otherwise, or conspiracy, as well as by contract or agreement, having those effects on the competitive system and on purchasers and consumers of goods or services which were characteristic of restraints deemed illegal at common law. . . ." *Ibid.*

In deciding the question of whether a conspiracy of workers to stop factory production was "the kind of restraint of trade or commerce at which the Act is aimed," [26] the Supreme Court in *Apex* had the same question (in different form) to answer as is here raised by the motion to dismiss. It is to be remembered that in *Apex* this question was required to be answered "even though a natural and probable consequence of their (the strikers') acts and the only effect on trade or commerce was to prevent substantial shipments interstate by the employer." [27]

> "The critical words which circumscribe the judicial performance of this function so far as the present case is concerned are 'Every . . . combination . . . or conspiracy in restraint of trade or commerce.' Since in the present case, as we have seen, the natural and predictable consequence of the strike was the restraint of interstate transportation *the precise question which we are called upon to decide is whether that restraint* resulting from the strike maintained to enforce union demands by compelling a shutdown of petitioner's factory *is the kind of 'restraint of trade or commerce' which the Act condemns.*" [28]

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343 U.S. 594, 611; *Lorain Journal Co.* v. *United States*, 1951, 342 U.S. 143, 151, n. 6; *United States* v. *Paramount Pictures*, 1948, 334 U.S. 131, 173; *United States* v. *Yellow Cab Co.*, 1947, 332 U.S. 218, 225-226.

[26] *Apex Hosiery* v. *Leader*, 1940, 310 U.S. 469, 487.

[27] *Ibid.*

[28] *Id.* at 490. (Emphasis added.)

The court then traces some of the background of the Sherman Act and states:

> "The end sought was the prevention of restraints to free competition in business and commercial transactions which tended to restrict production, raise prices or otherwise control the market to the detriment of purchasers or consumers of goods and services, [fol. 164] all of which had come to be regarded as a special form of public injury.[29]
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> • • •
>
> For that reason the phrase 'restraint of trade' which, as will presently appear, had a well-understood meaning at common law, was made the means of defining the activities prohibited. The addition of the words 'or commerce among the several states' was not an additional kind of restraint to be prohibited by the Sherman Act but was the means used to relate the prohibited restraint of trade to interstate commerce for constitutional purposes, Atlantic Cleaners & Dyers v. United States, 286 U.S. 427, 434, so that Congress, through its commerce power, might suppress and penalize restraints on the competitive system which involved or affected interstate commerce."[30]

In *Apex* Justice Stone went on:

> "The common law doctrines relating to contracts and combinations in restraint of trade were well understood long before the enactment of the Sherman Law. They were contracts for the restriction or suppression of competition in the market, agreements to fix prices, divide marketing territories, apportion customers, restrict production and the like practices, which tend to raise prices or otherwise take from buyers or consumers the advantages which accrue to them from free competition in the market. . . .

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[29] *Id.* at 493.

[30] *Id.* at 494-495.

In seeking more effective protection of the public from the growing evils of restraints on the competitive system effected by the concentrated commercial power of 'trusts' and 'combinations' at the close of the nineteenth century, the legislators found ready at their hand the common law concept of illegal restraints of trade or commerce. In enacting the Sherman law they took over that concept by condemning such restraints wherever they occur in or affect commerce between the states. They extended the condemnation of the statute to restraints effected by any combination in the form [fol. 165] of trust or otherwise, or conspiracy, as well as by contract or agreement, having those effects on the competitive system and on purchasers and consumers of goods or services which were characteristic of restraints deemed illegal at common law, and they gave both private and public remedies for the injuries flowing from such restraints.

That such is the scope and effect of the Sherman Act was first judicially recognized and expounded in the classic opinion in *United States* v. *Addyston Pipe & Steel Co.*, 85 F. 271, affirmed 175 U.S. 211, written by Judge, later Chief Justice, Taft, and concurred in by Justice Harlan and Judge, later Justice, Lurton, of this Court. This Court has since repeatedly recognized that the restraints at which the Sherman law is aimed, and which are described by its terms, are only those which are comparable to restraints deemed illegal at common law, although accomplished by means other than contract and which, for constitutional reasons, are confined to transactions in or which affect interstate commerce.

• • •

In thus grounding the 'rule of reason' upon the analogy of the common law doctrines applicable to illegal restraints of trade the Court gave a content and meaning to the statute in harmony with its history and plainly indicated by its legislative purpose. Labor cases apart, which will presently be discussed, this Court has not departed from the conception of the Sherman Act as affording a remedy, public and private, for the public

wrongs which flow from restraints of trade in the common law sense of restriction or suppression of commercial competition. In the cases considered by this Court since the *Standard Oil* case in 1911 some form of restraint of commercial competition has been the sine qua non to the condemnation of contracts, combinations or conspiracies under the Sherman Act, and in general restraints upon competition have been condemned only when their purpose or effect was to raise or fix the market price. It is in this sense that it is said that the restraints, actual or intended, prohibited by the Sherman Act are only those which are so substantial as to affect market prices. Restraints on competition or on the course of trade in the merchandising [fol. 166] of articles moving in interstate commerce is (sic) not enough, unless the restraint is shown to have or is intended to have an effect upon prices in the market or otherwise to deprive purchasers or consumers of the advantages which they derive from free competition. (Citations omitted.)

* * *

Here it is plain that the combination or conspiracy did not have as its purpose restraint upon competition in the market for petitioner's product. Its object was to compel petitioner to accede to the union demands and an effect of it, in consequence of the strikers' tortious acts, was the prevention of the removal of petitioner's product for interstate shipment. So far as appears the delay of these shipments was not intended to have and had no effect on prices of hosiery in the market, and so was in that respect no more a restraint forbidden by the Sherman Act than the restriction upon competition and the course of trade held lawful in *Appalachian Coals v. United States, supra*, because notwithstanding its effect upon the marketing of the coal it nevertheless was not intended to and did not affect market price." [31]

Radovich v. *National Football League*, 9 Cir., 1956, 231 F.2d 621, was a pleading case. In it, this Court decided on

[31] *Id.* at 497-502.

two grounds that plaintiff's complaint did not state a cause of action. The first ground was that football was more like baseball (*Toolson* v. *New York Yankees*, 1953, 346 U.S. 356; *Federal Baseball of Baltimore* v. *National League*, 1922, 259 U.S. 200) than like boxing (*United States* v. *International Boxing Club*, 1955, 348 U.S. 236). Secondly, if wrong on the first premise, then Radovich's complaint did not "allege facts from which it can be determined as a matter of law that by reason of intent, tendency, or the inherent nature of the contemplated acts, the conspiracy was reasonably calculated to prejudice the public interest by unduly restricting the free flow of interstate commerce," quoting from *Fedderson Motors* v. *Ward*, 10 Cir., 1950, 180 F.2d 519, 522.

Radovich alleged that there was a conspiracy to eliminate football leagues not affiliated with the defendant, hence, [fol. 167] defendants were creating a monopoly. The method alleged was to control the players by the "reserve clause" and "black-lists." The alleged intent of the defendants in *Radovich* was to "boycott and ruin defendant's competitor, the All-America Conference." This Court concluded that the means alleged were not calculated to prejudice the public or unreasonably restrain interstate commerce. This Court failed "to discover any basis to say that the appellant has pleaded that All-America or any other league was ruined, would be ruined or substantially affected by the complained of acts," and therefore felt there were no facts pleaded leading to the conclusion that the public had been adversely affected.

The Supreme Court (352 U.S. 445) considered both grounds relied on by this Court to affirm the District Court and found them untenable. We are not concerned here with the Supreme Court's refusal to approve this Court's conclusion as to the similarity between football and baseball. But appellant herein strongly relies upon the pronouncement of the Supreme Court with respect to the second point: public injury. After disposing of the essential allegations of the substantial effect upon interstate commerce, the Supreme Court said:

> "We find the technical objections to the pleading without merit. The test as to sufficiency laid down by Mr. Jus-

> tice Holmes in *Hart* v. *B. F. Keith Vaudeville Exchange*, 262 U.S. 271, 274 (1923), is whether 'the claim is wholly frivolous.' While the complaint might have been more precise in its allegations concerning the purpose and effect of the conspiracy, 'we are not prepared to say that nothing can be extracted from this bill that falls under the Act of Congress . . .' Id., at 274." [32]

The Court then cites *United States* v. *Employing-Plasterers Association, supra,* which again is a pleading case.

The Supreme Court then states:

> "Petitioner's claim need only be 'tested under the Sherman Act's general prohibition on unreasonable restraints of trade,' *Times-Picayune Pub. Co.* v. *U.S.*, 345 U.S. 594, 614 (1953), and meet the requirement that [fol. 168] petitioner has thereby suffered injury. Congress has, by legislative fiat, determined that such prohibited activities are injurious to the public 10/ and has provided sanctions allowing private enforcement of the antitrust laws by an aggrieved party. These laws protect the victims of the forbidden practices as well as the public." [33]

The Supreme Court, by Note 10 and reference to its earlier decision in *Apex*, defines what it means by "prohibited activities injurious to the public" and what the "forbidden practices" are from which the public is to be protected. Note 10 reads as follows:

> "In *Apex Hosiery Co.* v. *Leader*, 310 U.S. 469 (1940), this Court said: 'The end sought was the prevention of restraints to free competition in business and commercial transactions which tended to restrict production, raise prices or otherwise control the market to the detriment of the purchasers or consumers of goods and services, *all of which had come to be regarded as a*

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[32] *Radovich* v. *National Football League*, 1957, 352 U.S. 445, 453.

[33] *Ibid.* 454.

special form of public injury,' (Emphasis supplied.) Id., at 493." [34]

To further emphasize the restriction to free competition to which it referred, the Supreme Court continued its Note 10 as follows:

"In *Standard Sanitary Mfg. Co.* v. *United States*, 226 U.S. 20 (1912), speaking of the antitrust laws the Court said: '*The law is its own measure of right and wrong,* of what it permits, or forbids, and *the judgment of the courts cannot be set up against it* in a supposed accommodation of its policy with the good intention of parties, and it may be, of some good results.' (Emphasis supplied.) Id., at 49." [35]

We take it that by this Note the Supreme Court admonishes the inferior courts not to come to their own philosophical conclusions as to what restraints of trade should be [fol. 169] prohibited, contrary to the language of a statute which was constituted and adopted with recognition of the existing rules of common law. We cannot say what we may think it should be because of personal antitrust philosophy or predilection.

Times-Picayune Pub. Co. v. *United States*, 1953, 345 U.S. 594, is cited in *Radovich*, 352 U.S. at 453, as setting up the tests by which any wholly non-frivolous claim of a plaintiff is to be tested.

In *Times-Picayune* the District Court had denied the government's motion for summary judgment which had urged that "the unit contracts" therein under attack were per se violations of §1 of the Sherman Act. But after trial the District Court found that the defendants had instituted the unit contract system "in order to 'restrain general and classified advertisers from making an untrammeled choice' "

[34] It is to be noted that the emphasis supplied in the foregoing quotation by the Supreme Court of its earlier decisions in *Apex*, was supplied by that Court, not by this Court.

[35] The three-judge dissent in *Radovich* is of no materiality here, because it is based upon the appropriate compulsions of *stare decisis*, and the binding effect of the *Toolson* case.

between two competing papers " 'in purchasing advertising space, and also to substantially diminish the competitive vigor of' " the opposing paper, and that this unit system was "economically enforceable against (advertising) buyers solely because of the Times-Picayune's 'dominant' or 'monopoly position.' " [36]

The Supreme Court, reviewing these findings, then related how the District Court had held §1 of the Sherman Act violated; that "tying arrangements" depended upon the market setting; and, that in the market setting found by the Supreme Court, "we do not think that the Times-Picayune occupied a 'dominant' position in the newspaper advertising market in New Orleans." [37] It was therefore necessary for the Supreme Court to test the advertising contracts under attack.

". . . .under the Sherman Act's general prohibition on unreasonable restraints of trade. For purposes of §1, '[a] restraint may be unreasonable either because a restraint otherwise reasonable is accompanied with a specific intent to accomplish a forbidden restraint or because it falls within the class of restraints that are illegal per se.' *United States* v. *Columbia Steel Co.*, 334 U.S. 495, 522 (1948). Since the requisite intent is [fol. 170] inferred whenever unlawful effects are found, *United States* v. *Griffith*, 334 U.S. 100, 105, 108 (1948); *United States* v. *Patten*, 226 U.S. 525, 543 (1913), and the rule of *International Salt* is out of the way, the contracts may yet be banned by §1 if unreasonable restraint was either their object or effect. . . . For our inquiry to determine reasonableness under §1 must focus on 'the percentage of business controlled, the strength of the remaining competition [and] whether the action springs from business requirements or purpose to monopolize.' 334 U.S., at 527; compare *Standard Oil Co. of California* v. *United States*, 337 U.S. 293, 312-313 (1949)." [38]

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[36] *Times-Picayune* v. *United States*, 1953, 345 U.S. 594, 601.

[37] *Id.* at 611.

[38] *Id.* at 614-615.

Mr. Justice Clark then treats the factual situation disclosed by the evidence, finds the advertising contracts were the results of endeavors to "rationalize" operations; were legitimate business aims; were not conceived to achieve monopolistic ends; were at least partially induced by competitive business considerations and "did not bespeak a purposive quest for monopoly or restraint of trade."[39]

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[39] *Id.* at 623.

"Consequently, no Sherman Act violation has occurred unless the Publishing Company's refusal to sell advertising space except en bloc, viewed alone, constitutes a violation of the Act. Refusals to sell, without more, do not violate the law. Though group boycotts, or concerted refusals to deal, clearly run afoul of §1, *Kiefer-Stewart Co.* v. *Seagram & Sons*, 340 U.S. 211, 214 (1951); *Associated Press* v. *United States*, 326 U.S. 1, 7 (1945); see *United States* v. *Columbia Steel Co.*, 334 U.S. 495, 522 (1948), different criteria have long applied to qualify the rights of an individual seller. Beginning with *United States* v. *Colgate & Co.*, 250 U.S. 300 (1919), this Court's decisions have recognized individual refusals to sell as a general right, though 'neither absolute nor exempt from regulation.' *Lorain Journal* v. *United States*, 342 U.S. 143, 155 (1951). If accompanied by unlawful conduct or agreement, or conceived in monopolistic purpose or market control, even individual sellers' refusals to deal have transgressed the Act. *Lorain Journal* v. *United States, supra; United States* v. *Bausch & Lomb Optical Co.*, 321 U.S. 708, 721-723 (1944); *Eastman Kodak Co.* v. *Southern Photo Materials Co.*, 273 U.S. 359, 375 (1927); *United States* v. *Schrader's Son, Inc.*, 252 U.S. 85, 99 (1920); cf. *American Tobacco Co.* v. *United States*, 328 U.S. 781, 808 (1946); *Federal Trade Commission* v. *Beech-Nut Packing Co.*, 257 U.S. 441, 453-455 (1922). Still, although much hedged about by later cases, *Colgate's* principle protects the Times-Picayune Publishing Company's simple refusal to sell advertising space in the Times-Picayune or States separately unless other factors destroy the limited dispensation which that case confers.

In our view, however, no additional circumstances bring this case within §1. . . . With the advertising contracts in this proceeding viewed as in themselves lawful and no further elements of combinations apparent in the case, §2 criteria must become dispositive here.

An insufficient showing of specific intent vitiates this part of the Government's case. While the completed offense of monopolization under §2 demands only a general intent to do the act, 'for no monopolist monopolizes unconscious of what he is doing,' a specific intent to destroy competition or build monopoly is essential to guilt for the mere attempt now charged. *United States* v. *Aluminum*

[fol. 171] This case, to us, holds that "restraints of trade," as that language is used in the Sherman Act means "unreasonable" restraints of trade, and "unreasonable restraints of trade" are (1) illegal per se restraints interfering with free competition in business and commercial transactions which tend to (a) restrict production; (b) affect prices; or, (c) otherwise control the market to the detriment of the purchasers or consumers of goods and services, or (2) those restraints of trade, ordinarily reasonable, but made unreasonable because accompanied with a specific intent to accomplish the equivalent of a forbidden restraint.

Applying these tests to the instant facts we must ask:

(1) What is *the restraint* relied upon?

(2) Is the restraint *illegal per se?*

[fol. 172] (3) If not, (*i.e.*, if an otherwise reasonable restraint) is it accompanied with *a specific intent to accomplish a forbidden restraint?*

(4) Was the *object* of the contract or combination under attack an *unreasonable restraint?*

(5) Was the *effect* of the contract under dispute an *unreasonable restraint?*

Times-Picayune further suggests, that in determining what constitutes an "*unreasonable restraint*" (either sought

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Co. of America, 148 F.2d 416, 431-432 (1945); *United States* v. *Griffith*, 334 U.S. 100, 105 (1948); *American Tobacco Co.* v. *United States*, 328 U.S. 781, 814 (1946); *Swift & Co.* v. *United States*, 196 U.S. 375, 396 (1905). This case does not demonstrate an attempt by a monopolist established in one area to nose into a second market, so that past monopolistic success both enhances the probability of future harm and supplies a motivation for further forays. *Cf. United States* v. *Griffith*, *supra*; *Swift & Co.* v. *United States*, *supra*. *And unlike Lorain Journal* v. *United States*, 342 U.S. 143 (1951), where a single newspaper's refusal to sell space to advertisers unless they forewent advertising over a competing local radio station manifested 'bold, relentless, and predatory commercial behavior,' *id.*, at 149, no remotely comparable charge is borne out here. • • •

We conclude, therefore, that this record does not establish the charged violations of §1 and §2 of the Sherman Act." *Id.* at 624-627.

by or resulting from defendants' acts), we must determine (a) the percentage of business controlled; (b) the strength of the remaining competition; (c) whether the action criticized was the result of business requirements or done with a purpose to monopolize.

Here the restraint relied on, as we see from the complaint,[40] was in preventing plaintiff from obtaining *certain* electrical appliances for resale, while at the same time permitting Broadway-Hale to purchase those *certain* electrical appliances. This is a simple refusal to sell, allegedly by joint action. Various other competing electrical appliances were shown by the record before the trial court to be available to Klor's, Inc.[41] Many other retailers sold these "certain electrical appliances" to the public, fifty-three in the Mission District of San Francisco alone. The number of retailers in San Francisco from the start of the alleged conspiracy to the time of filing suit increased.

There was no charge or proof that by any act of defendants the price, quantity, or quality offered the public was affected, nor that there was any intent or purpose to effect a change in, or an influence on, prices, quantity, or quality, either directly or indirectly. It is not suggested that either the object or effect of the alleged conspiracy was to create an unreasonable restraint, illegal per se.

[fol. 173] If a business transaction and the effect and object of such transaction between two or more persons is lawful, then the transaction cannot be nor can it create an unlawful conspiracy. If "X Company," a manufacturer, refuses to sell to Klor's, Inc., and sells to "Y Company," a retailer who also agrees to buy from "X" as long as "X" does not sell to Klors, more than one person is involved, and they have agreed not to sell, but their act is not neces-

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[40] Tr. p. 8, para. III.

[41] Twenty competing brands of television sets compared to the seven declared impossible to attain; eighteen competing brands of refrigerators, compared to three; twenty-three stoves, compared to five; thirty competing clothes washers and dryers, compared to two. See Statement of Facts, *supra*.

sarily[41a] illegal. To a minute degree, any refusal to sell is a restraint of trade, in the ordinary sense; but it is not necessarily a restraint in the Sherman Act sense. Some restraints of trade are reasonable, and hence not violative. Others are not in, nor do they affect, interstate commerce, and hence are not violative. Others are so remote in their effect on the public at large as not to be restraints for Sherman Act purposes. *Apex Hosiery* v. *Leader, supra; Eastern States Lumber Dealers Association* v. *United States*, 1914, 234 U.S. 600; *Miller Motors* v. *Ford Motor Co.*, 4 Cir., Jan. 20, 1958, ... F.2d ....., affirming, 149 F.Supp. 790 (1957); *Hudson Sales Corp.* v. *Waldrip*, 5 Cir., 1954, 211 F.2d 268; *Fedderson Motors* v. *Ward, supra; Westmoreland Asbestos Co.* v. *Johns-Manville Corp.*, 2 Cir., 1943, 136 F.2d 844.

The purpose of the antitrust statutes is to protect the "public" from the harm which follows from concerted or monopolistic conduct designed to acquire control of a market, usually competitive, to which the public must ultimately resort and which conduct can be described as an undue restraint of trade.[42] Notwithstanding the many phrases which may be picked at random out of numerous cases, and, out of context, be made to support the position that concerted conduct directed at harming the opportunity of a single trader to compete is always within the prohibitions of the Sherman Act, it is our opinion that there exists the [fol. 174] need to show facts in a motion such as this from which a court might reasonably infer "public injury" before an antitrust violation is before the court; and, further, that the Supreme Court has not departed one whit from this requirement.

Where the particular conduct in restraint of trade is of the kind prohibited by the Act and where the inference of

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[41a] See the "simple example" suggested by Mr. Justice Black in *Northern Pacific Railway Co.* v. *United States, supra*, at 653:

> "[I]f one of a dozen food stores in a community were to refuse to sell flour unless the buyer also took sugar it would hardly tend to restrain competition in sugar if its competitors were ready and able to sell flour by itself."

[42] *Wilder Mfg. Co.* v. *Corn Products Refining Co.*, 1915, 236 U.S. 165, 174; *Eastern States Lumber Dealers Ass'n* v. *United States*, 1913, 234 U.S. 600.

public injury reasonably can be extracted from the complaint, a good cause of action is stated. Assuming these conditions are met, a private plaintiff has the right to bring an action for treble damages for injury to his business or property "by reason of anything forbidden in the antitrust laws (Title 15, U.S.C. §15) and for an injunction." (Title 15, U.S.C. §26.) However, the private right is not a remedy for a private wrong created by federal law. The private right is a method of enforcing public rights and thereby providing additional means of enforcing the prohibitions of the statute. "Congress . . . has provided sanctions allowing private enforcement of antitrust laws by an aggrieved party." (*Radovich* v. *National Football League, supra* at 454.) In this way it is entirely accurate to assert that "these laws protect the victim of the forbidden practice as well as the public." (*Ibid.*) But the private right is a purely incidental means of enforcing the Act. Before there can be any "forbidden practices" there must be an improper restraint of trade or commerce; once this is established or reasonably put in issue, the private right and the consequent private protection arise. Without the prohibited restraint, there is no private right for there has been no violation, *i.e.*, there has been no conduct of defendants, which is or conceivably could be injurious to the public welfare. Plaintiff must allege (and here prove) that there has been a prohibited restraint and that he has been proximately damaged thereby in order to sustain his complaint or position against a motion to dismiss or for summary judgment. He need not allege, additionally, that the public has been injured by defendants' conduct. But to have the prohibited restraint there must be facts from which it can be determined that the "conduct charged . . . was reasonably calculated to prejudice the public interest by unduly restricting the free flow of commerce." (*Kinnear-Weed Corp.* v. *Humble Oil & Refining Co.*, 5 Cir., 1954, 214 F.2d 891.) The Supreme Court in *Radovich*, relied on so heavily by plaintiff, said no more than this in quoting [fol. 175] Justice Holmes' conclusion in *Hart* v. *B. F. Keith Vaudeville Exchange*, 1923, 262 U.S. 271, 274:

> "It is enough (for purposes of motion to dismiss) that we are not prepared to say that nothing can be

extracted from this bill that falls under the Act of Congress, or at least that the claim is wholly frivolous."

Turning now to the cases cited to us by plaintiff, we are unable to discern any deviation from what we have just stated. Plaintiff asserts that the case of *Shotkin* v. *General Electric Co.*, 10 Cir., 1948, 171 F.2d 236, established a new requirement for private antitrust litigation: that plaintiff is required to allege injury to the public in order to state a cause of action. We are unable to find any such requirement in *Shotkin*. In affirming the granting of a motion to dismiss, Judge Bratton, speaking for the Court, said:

"Founded upon these broad concepts of public policy, the Act is limited in operative scope and effect to combinations, agreements, or concerts which tend to prejudice the public interest by unduly restricting competition or unduly obstructing the due course of trade, or which because of their evident purpose or inherent nature injuriously restrain trade in the competitive markets.

* * *

It is essential to recovery in an action of this kind that plaintiff allege and prove two things: a violation of the Act, and damages to plaintiff proximately resulting from the acts and conduct of the defendants which constitute the violation of the Act. Injury to the plaintiff, of itself and alone, is not sufficient to warrant a civil action of this nature for injunctive relief and damages. There must be harm to the general public in the form of undue restriction of trade and commerce as a result of the wrongful contract, combination, or concert.

* * *

In other words the complaint failed to allege facts from which it could be determined as a matter of law that a combination or conspiracy was entered into which brought about an increase in prices to the consuming public, a diminution in the volume of merchan- [fol. 176] dise in the competitive markets, a deteriora-

> tion in the quality of merchandise available in the channels of commerce, or other like evil consequence in the free flow of interstate commerce." [43]

We are unable to discern any new doctrine in the above extract. It seems to be no more than a concise and accurate statement of well-established requirements for private recovery under the antitrust provisions.

It is true that on a motion for dismissal the complaint is to be broadly interpreted in a manner most favorable to the pleader;[44] but that does not mean that the court must find allegations of ultimate facts in conclusionary pleading, or a violation of the Sherman Act from allegations of action directed solely at plaintiff and which, as such, could have as a matter of law no conceivable effect on the competitive market.

Similarly with *Fedderson Motors* v. *Ward, supra*, which plaintiff argues continued the "new requirement" of public injury supposedly injected by *Shotkin*. *Fedderson* also is a case where, on affirming a judgment dismissing the complaint, the court was unable to find any allegation of material fact evidencing an antitrust violation.

The Supreme Court in *Radovich* v. *National Football League, supra*, termed controlling of this case by plaintiff, did not, in our opinion, in any way overrule these cases. The Court in *Radovich* did no more than to re-assert Justice Holmes' admonition that the test of sufficiency of the complaint is whether "the claim is wholly frivolous." (*Id.* at 453.) In reversing this Court the Supreme Court determined that the allegation of defendants' attempt to eliminate from competition the All-America Conference, defendants' *only* competitor in professional football, which thereby caused injury to the plaintiff in his business or property, was sufficient to sustain the complaint against a motion to dismiss for failure to state a cause of action under the antitrust laws. Read thus, the *Radovich* case [fol. 177] is entirely consistent with *Shotkin, Fedderson,*

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[43] 171 F.2d, at 238-239.

[44] *Radovich* v. *National Football League, supra; William Goldman Theatre's, Inc.* v. *Twentieth Century Fox*, E.D.Pa., 1957, 151 F.Supp. 840.

and all other cases in which the Supreme Court and the lower federal courts have adhered to the requirement that a violation of the Sherman Act requires conduct of defendants by which the public is or conceivably may be ultimately injured.[15]

Plaintiff cites us many cases involving group boycotts, discrimination, and the use of large scale buying power to drive out a competitor. And he supplies us with many quotations which at first blush appear to support his position. But each of his authorities involves factual situations entirely different from the one before us; factual situations in which the random phrases picked by plaintiff are proper and not inaccurate; they do not, however, support the contentions made here.

We are told that the antitrust laws are a trader's statute and cited to *Mandeville Farms* v. *Sugar Co.*, 1948, 334 U.S. 219; but that case holds that the antitrust statute "does not confine its protection to purchasers, to competitors or to sellers." (*Id.* at 236.) The statute, so *Mandeville Farms* decides, includes protection against the anti-competitive conduct of *buyers* also. But the reason for such protection, is as always, fear of the detrimental effect on the public which these practices may have. In holding that concerted action by processors directed against growers is barred by the antitrust laws, the Court did not intend such a phrase as protection of "all who are made victims of the forbidden practices" (*Id.* at 236) to be used to create a cause of action for a single competitor injured by action directed solely at him which has no substantial effect on competition. Where there is no conceivable way in which a substantial segment of the public can be injured by the conduct attached, the Sherman Act is not violated. (*Apex Hosiery* v. *Leader*, *supra.*) The *Mandeville Farms* case is in no way contrary. It is not authority for the proposition that conduct directed solely and exclusively at an individual competitor

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[15] See *Mandeville Farms* v. *Sugar Co.*, 1948, 334 U.S. 219; *Apex Hosiery* v. *Leader*, *supra*, Report of the Attorney General's National Committee to Study the Antitrust Laws 12 (1955).

is illegal, unless the result is a substantial lessening of competition in the particular market involved.[46]

[fol. 178] In each of the "Theatre" cases relied on by plaintiff, defendants' conduct either did or was intended to eliminate the sole competitor in a particular market, was directed at one of a very small number of competitors,[47] or involved the use of large scale monopolistic power derived from nationwide enterprises to eliminate a competitor and thereby substantially affect competition in the local market area. (See, *e.g.*, *United States* v. *Schine Chain Theatres*, 1948, 334 U.S. 110; *United States* v. *Griffith*, 1948, 334 U.S. 100; *Bigelow* v. *RKO Radio Pictures*, 1946, 327 U.S. 251; *Binderup* v. *Pathe Exchange*, 1923, 263 U.S. 291; *Hart* v. *B. F. Keith Vaudeville Exchange, supra; Paramount Film Distributing Corp.* v. *Village Theatre*, 10 Cir., 1955, 228 F.2d 271; *William Goldman Theatres* v. *Loew's, Inc.*, 3 Cir., 1945, 150 F.2d 738; *White Bear Theatre Corp.* v. *State Theatre Corp.*, 8 Cir., 1942, 129 F.2d 600; *Victor Talking Machine* v. *Kemeny*, 3 Cir., 1921, 271 F. 810.

Finally to be considered are those cases cited to us in which price fixing or some other form of complete market control was involved and where defendants' conduct was directed at a particular class of persons of which plaintiff was one. Here again it is clear that control or attempted control of all competitors is the evil which causes the contracts, combinations, or conspiracies to be the type prohibited by §1 of the statute. These cases are not here applicable; the conduct involved either was intended to control the entire market and was directed at plaintiff because he refused to conform or was directed at an entire class of defendants' competitors, buyers, or sellers, one of whom was the plaintiff. (See, *e.g.*, *Radovich* v. *National Football League, supra; Kiefer-Steward* v. *Seagram & Sons*, 1951, 340 U.S. 211; *International Salt Co.* v. *United States*, 1947, 332 U.S. 392; *Fashion Guild* v. *FTC*, 1941, 312 U.S. 457; *Flintkote* v. *Lysfjord*, 9 Cir., 1957, 246 F.2d 368; *United*

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[46] See *International Salt Co.* v. *United States*, 1947, 332 U.S. 392, 396.

[47] Removal of any one competitor thereby having a substantial effect on competition.

States v. *Tarpon Springs Sponge Exchange*, 5 Cir., 1944, 142 F.2d 125; *Package Closure Corp.* v. *Sealright Co.*, 2 Cir., 1944, 141 F.2d 972; *Roseland* v. *Phister*, 7 Cir., 1942, 125 F.2d 417; *Johnson* v. *J. H. Yost Lumber Co.*, 8 Cir., 1941, 117 F.2d 53.) Not one of the out of context quotations [fol. 179] from the foregoing cases used by plaintiff will support his position when read within its factual setting.

Count one of the complaint, with which we are here solely concerned, alleges, in paragraph six, that defendant Broadway-Hale, in combination with each of the manufacturing-distributing defendants, prevented *plaintiff* from obtaining products to sell to the public. There is no allegation of actual, attempted, or intended control of the market in which plaintiff and defendant Broadway-Hale competed, considering the market to be either the retail sellers of the Mission District of San Francisco, the city itself, or the purchasing public. Defendants' affidavits, submitted under the provisions of Rule 56 of the Federal Rules, as well as the facts of which this Court may take judicial notice leave no doubt that the conduct directed at this particular plaintiff and only at this plaintiff did not and could not have under the circumstances any substantial effect on market competition. As defendants point out there are literally hundreds of dealers in the San Francisco Bay Area dealing in the same kinds and brands of major appliances as plaintiff and defendant Broadway-Hale. On Mission Street, along with the plaintiff and Broadway-Hale, there are over forty retail dealers. Additionally, there are numerous brands of appliances to which plaintiff was not denied access and which compete favorably with those he was denied.[48] In light of our previous discussion, such allegations, especially when considered on motion for summary judgment rather than on motion for dismissal of the complaint, do not allege facts from which it can be inferred that there was or may be a substantial effect on competition, and therefore do not allege a violation of §1 of the antitrust laws—

[48] See the Supreme Court's discussion of the effect of competing alternatives on alleged antitrust violations in *Times-Picayune* v. *United States, supra.*

they do not state facts from which injury to the public can be perceived.

The first sentence of paragraph six of count one of plaintiff's complaint is of no assistance to appellant. It alleges only that "defendants . . . have restrained trade and commerce . . . by contracting, combining, and conspiring together . . . in restraint and monopoly of such trade and commerce . . . and have thereby substantially lessened, limited and restrained competition in said trade and com- [fol. 180] merce. . . ." This is no more than the pleader's conclusion that defendants have restrained trade and commerce by restraining trade and commerce. It states no facts from which illegal action can be perceived or inferred. Paragraph eight of count one speaks of Broadway-Hale's "monopolistic buying power" enjoyed "by reason of the large number of retail outlets it operates." But the essence of this allegation is that Broadway-Hale "has purchased and continues to purchase the products of the manufacturer-distributor defendants upon the condition that the manufacturer-distributor defendants do not sell their products to the plaintiff." We find no basis for determining that Broadway-Hale intended, or had the power if it so intended, to effect such conditions on its purchases in such scope as to appreciably affect competition among retailers generally in their purchases or sales to the public. It is well known that appliance sales are within a most highly competitive market. As between two dealers, one may be able to condition his purchases by requiring no sales to the other. So long as the ability to so condition one's own purchases does not substantially interfere with either the "retailing public" or the "consuming public," there is no conduct which violates the provisions of the antitrust laws.

In determining whether certain conduct was "in restraint of trade or commerce," we re-emphasize what was said by the Court in *Apex Hosiery* v. *Leader, supra,* at 493, 500:

> "The end sought (by the Sherman Act) was the prevention of restraints to free competition in business and commercial transactions which tended to restrict production, raise prices or *otherwise* control the market to the detriment of purchasers or consumers of goods

> and services, all of which had come to be regarded as a special form of public injury. * * *
>
> . . . [R]estraints, actual or intended, prohibited by the Sherman Act are only those which are so substantial as to affect market prices. Restraints on competition or on the course of trade in the merchandising of articles moving in interstate commerce is (sic) not enough, unless the restraint is shown to have or is intended to have an effect upon prices in the market or otherwise to deprive purchasers or consumers of the advantages which they derive from free competition." [Emphasis added.]

[fol. 181] In other words, restraints, in order to be violative of the law, must operate, or be intended to operate, to restrict commercial competition in a *substantial* manner.

We believe this to be an accurate and controlling statement of the law applicable in determining whether particular conduct conceded to exist does or does not constitute a violation of the antitrust laws. Neither *Shotkin* v. *General Electric Co., supra*, and *Fedderson Motors* v. *Ward, supra*; nor the cases which follow and rely on them are to the contrary; nor does *Radovich* v. *National Football League, supra*, weaken or limit the conclusions derived from the *Apex* case.

We hold, therefore, that plaintiff's first cause of action, as proved, is fatally defective. The facts prove no more than a squabble between two of many competitors in a highly competitive market area. The facts prove no conduct in violation of the antitrust laws because there has been no conduct by which the "public" could conceivably suffer injury. Construing the complaint and affidavits together, and considering the facts judicially known to this Court and the court below, the motion for summary judgment was properly granted.

The judgment is *affirmed*.

[File endorsement omitted]

[fol. 182]

IN UNITED STATES COURT OF APPEALS FOR NINTH CIRCUIT

No. 15380

KLOR'S, INC., Appellant,

v.

BROADWAY-HALE STORES, INC., et al., Appellees.

JUDGMENT—Filed and entered March 28, 1958

Appeal from the United States District Court for the Northern District of California, Southern Division.

This cause came on to be heard on the transcript of the record from the United States District Court for the Northern District of California, Southern Division, and was duly submitted:

On Consideration Whereof, It is now here ordered and adjudged by this court that the judgment of the said District Court in this cause be, and hereby is affirmed.

[File endorsement omitted]

[fol. 183]

Clerk's Certificate to foregoing transcript (omitted in printing).

[fol. 184]

SUPREME COURT OF THE UNITED STATES

No. 76, October Term, 1958

KLOR'S, INC., Petitioner,

v.

BROADWAY-HALE STORES, INC., ADMIRAL CORPORATION, ADMIRAL DISTRIBUTORS, INC., et al.

ORDER ALLOWING CERTIORARI—October 13, 1958

The petition herein for a writ of certiorari to the United States Court of Appeals for the Ninth Circuit is granted.

And it is further ordered that the duly certified copy of the transcript of the proceedings below which accompanied the petition shall be treated as though filed in response to such writ.